Before the FEDERAL COMMUNICATIONS COMMISSION Washington, DC 20554

In the Matter of)
Request for Review of the)
Decision of the) CC Docket No. 02-6
Universal Service Administrative Company)
) File No
By)
)
Durand School District 322)
BEN #: 135849)
FCC Form 471 #: 9161051574)
Funding Request #: 37938)
)

To: Office of the Secretary, FCC

Attention: Chief, Wireline Competition Bureau

REQUEST FOR REVIEW AND WAIVER

Pursuant to 47 C.F.R. §54.719(b) and §54.719(c), Durand School District 322, BEN #135849 (the "District" or "Durand") respectfully requests review of the Revised Funding Commitment Decision Letter issued by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") on August 23, 2017 denying an appeal filed by the District with USAC on February 28, 2017.

Durand School District is located in a rural area of Illinois and has been unable to obtain affordable broadband Internet access sufficient for the needs of the student body. When the Commission changed its rules for the 2016 Funding Year to expand access to dark fiber and self-provisioning, Durand sought bids for those services. Due to what both the Commission and USAC have admitted to be confusing categorizations of fiber services, Durand selected from the Form 470 drop down menu the categories Of "Lit Fiber Service, Dark Fiber, and Internet Access: ISP Service Only," but not Self Provisioning. However, the combination of the Form 470 and the referenced RFP put all potential service providers on notice of the services sought for bidding and did not adversely affect the validity of the competitive bidding process. Durand now respectfully requests that the Commission grant its appeal and permit the school district to pursue affordable broadband Internet access at the levels needed to serve its students.

RELEVANT BACKGROUND

On December 19, 2014, the Commission released the *Second E-rate Modernization Order* expanding the broadband funding options available to schools and libraries by modifying the rules to expand access to low cost fiber and permit applicants to seek support for self-construction where it represents the most cost-effective solution for applicants.² Specifically, the Commission recognized that self-construction could be a "useful tool" for schools and libraries that receive insufficient responses to their FCC Form 470 and associated requests for proposals ("RFPs").³

³ *Id.* at ¶45.

¹ See Declaration of Marcia Struwing (October 20, 2017) attached hereto as Exhibit A ("Struwing Declaration").

² In the Matter of Modernizing the E-rate Program for Schools and Libraries, Second Report and Order on Reconsideration, FCC 14-189 at ¶44 (2014) ("Second Modernization Order").

Release of the *Second E-rate Modernization Order* was welcome news to Durand. When the Eligible Services List was amended for Funding Year 2016 to allow for applicant construction of a fiber network, Durand jumped at the opportunity.

The District initiated the funding process for the 2016 Funding Year on December 18, 2015 with the filing of its Form 470 (#160012395), requesting competitive bids for both service and construction in the same Form 470, consistent with the Commission's rules. On the Form 470, the District selected Lit Fiber Service, Dark Fiber Service and Internet Access: ISP Service Only. The District included with its Form 470 a Request for Proposals ("RFP") indicating that the District was seeking multiple options for both a lit fiber and dark fiber service, including leased dark fiber and self-provisioning. The opening "Instruction to Bidders," described the multiple requests as follows:

The District is seeking options for bids. Respondents may bid one or many. The First option is a **fully managed**, **lit service transport** to these locations. Providers may either bid **bundled transport and ISP service** for these lit service circuits, bid the **ISP service disaggregated** from the transport circuit or provide pricing for both. The second option is for a **self-provisioned dark fiber solution** that includes 12 strands of fiber between the designated end points and fiber maintenance and operations for the circuit from the District to the bidder designated Internet Access Point/PoP. We have outlined one such option in this RFP.⁵

The introduction was supplemented by Section 30, of the RFP, where the District described the alternative bidding options, splitting them between bids for lit services and dark fiber with maintenance. The section describing the dark fiber with maintenance included reference to an IRU option for bidders: "The School District will be unable to evaluate proposals that do not

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⁴ See Form 470 #160012395 attached as Exhibit B.

⁵ See Request for Proposals, attached as Exhibit C (emphasis added).

include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments."

The District received four bids in response to the RFP: (1) a bid from Kelso-Burnett Co. for both dark fiber self-provisioning and a wireless Internet access solution;⁷ (2) a bid from Northern Illinois University for a lit fiber service;⁸ (3) a bid from Mediacom Communications Enterprise Networks Group for a lit fiber service;⁹ and (4) a bid from Pirtano Construction Company, Inc. for dark fiber self-provisioning.¹⁰

After evaluating all of the bids and determining that the bid from Kelso-Burnett Co. scored the highest on the District's bid evaluation matrix (where price was given the greatest weight), the District signed an agreement with Kelso-Burnett Co. for self-provisioned fiber and filed a Form 471 (#161051574) on May 26, 2016.¹¹

Over the course of six months, the District received and responded to multiple inquiries from USAC regarding the Form 471.¹² On January 5, 2017, the District received three notifications of denial of funding from USAC, citing the following reasons for denial:

• This FRN will be denied because the documentation provided during fiber review indicated that the selected vendor was notified to be the preferred service provider prior to the evaluation of all competitive bids on 4/8/2016. This is a competitive bidding violation because it deters other service providers from submitting a bid for services which may be more cost effective and interferes with the fair and open competitive bidding process required by FCC Rules. ¹³

⁶ See Exhibit C at Section 30, Alternative Bids.

⁷ See Kelso-Burnett Co. Response to RFP, attached as Exhibit D.

⁸ See Northern Illinois University Response to RFP, attached as Exhibit E.

⁹ See Mediacom Communications Enterprise Networks Group Response to RFP, attached as Exhibit F.

¹⁰ See Pirtano Construction Company, Inc. Response to RFP, attached as Exhibit G.

¹¹ See Form 471 (#161051574) attached as Exhibit H.

¹² See July 29, 2016 Inquiries and Responses attached as Exhibit I; see August 14, 2016 Inquiries and Responses attached as Exhibit J; see August 24 Inquiry and Response attached as Exhibit K; see August 29, 2016 Inquiry and Response attached as Exhibit L; see October 10, 2016 Inquiry and Response attached as Exhibit M; see December 6, 2016 Inquiry and Response attached as Exhibit N

¹³ See Denial 1, attached as Exhibit O.

- The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filling an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471. Since you did not meet this Program requirement, the FRN must be denied.¹⁴
- Documentation that contained information needed for potential bidders to respond to your RFP was not available for 28 days in the E-rate Productivity Portal before selecting your service provider. On 02/05/2016 you provided an addendum that contains significant information for the bidders to be able to respond to the FCC Form 470 and RFP. However, this documentation was not available in the E-rate Productivity Portal for 28 days before you selected the service provider. Therefore, this FRN is denied. Program procedures require the FCC Form 470 in the E-rate Productivity Portal and made available for 28 days before selecting a service provider. 15

On February 28, 2017, the District filed a timely appeal of the USAC denials and provided USAC with additional documentation responding to the denial notices. ¹⁶ On August 23, 2017, USAC issued a revised Funding Commitment Decision Letter denying the District's appeal and listing a single reason for denial, the District had not selected Self-Provisioned Fiber Network on its Form 470:

The FRN 1699118098 was denied during PIA review because Self-Provisioned Fiber Network was not requested on the FCC Form 470 and RFP that established the competitive bidding process for this FRN. Your appeal did not show that USAC's determination was incorrect. Consequently, your appeal is denied.... See C.F.R. secs. 54.503 (c) (iv)-(vi).¹⁷

USAC's finding that FRN 1699118098 did not request Self-Provisioned Fiber in the Form 470 and the RFP is both factually and legally incorrect. Consistent with the Commission's rules, Durand now appeals to the Commission USAC's denial of its appeal.

DISCUSSION

¹⁴ See Denial 2, attached as Exhibit P.

¹⁵ See Denial 3, attached as Exhibit Q.

See Appeal of USAC Denial, attached as Exhibit R.
 See Post Commitment Request - 37938 – Durand School District 322 (August 23, 2017), attached as Exhibit S.

In the Second E-rate Modernization Order, the Commission modernized the E-rate program to help close the connectivity gap by equalizing the treatment of lit and dark fiber and allowing schools to "self-construct" high-speed broadband facilities, where self construction was the most cost-effective option. ¹⁸ The equalization of lit and dark fiber and the self-construction option all commenced in funding year 2016, the year that Durand applied for its funding. To safeguard these new allowances, the Commission required that applicants interested in pursuing self-construction must solicit bids for both service and construction in the same Form 470 and must provide sufficient detail so that cost-effectiveness can be evaluated based on the total cost of ownership over the useful life of the facility. ¹⁹ On September 11, 2015, the Commission released the eligible services list ("ESL") for funding year 2016, adopting the changes made to the E-rate program in the Second E-rate Modernization Order. In the ESL, the Commission decided to separately list the new fiber options as Leased Lit Fiber, Dark Fiber, and Self-Provisioned Broadband Networks.²⁰ However, as the notes to the ESL make clear, applicants for both dark fiber and self-provisioned broadband networks were to be treated the same.²¹ Accordingly, both dark fiber and self-provisioned broadband networks were subject to the same restrictions and requirements. Neither the Second E-rate Modernization Order nor the ESL provided a definition for either dark fiber or self-provisioned broadband networks.

In the FCC Form 470 for the 2017 Funding Year, USAC provided a drop-down menu with a list of services including the following: (1) Transport Only-No ISP Service Included; (2)

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¹⁸ See Second E-rate Modernization Order at ¶6.

¹⁹ Second Modernization Order at ¶48.

²⁰ In the Matter of Modernizing the E-rate Program for Schools and Libraries, Order, DA 15-1012 at $\P7$ (September 11, 2015) ("2016 Eligible Services List").

²¹ Eligible costs for both include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make the service functional and maintenance and equipment charges; and applicants seeking bids for either special construction of dark fiber or self-provisioned broadband networks must also seek bids for lit fiber service. 2016 Eligible Services List at 2.

Cellular Data Plan/Air Card Service; (3) Cellular Voice; (4) <u>Dark Fiber</u>; (5) Internet Access & Transport Bundled; (6) Internet access: ISP Service Only; (7) <u>Lit Fiber Service</u>; (8) Other; (9) <u>Self-provisioning</u>; and (10) Voice Service. Notably, the drop-down menu did not specify whether Dark Fiber referred to (i) leased, (ii) or wholly owned/self-constructed dark fiber. In addition the reference to self-provisioning did not include a reference to broadband networks as had been described in the ESL.



Both the FCC and USAC subsequently recognized that the ESL and the Form 470 drop down list were confusing for applicants. The Commission recognized in the 2017 Eligible Services List that the 2016 categorization of dark fiber and self-provisioned broadband networks had caused confusion for applicants. Accordingly, the Commission clarified the categories as "Leased Dark fiber (including dark fiber indefeasible rights (IRUs) for a set term)" and "Self-Provisioned Broadband Networks." So, rather than having a category simply entitled Dark Fiber, which could be inclusive of purchased and leased dark fiber, the Commission specified that the reference to Dark Fiber was specific to leased fiber.

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²² See In the Matter of Modernizing the E-rate Program for Schools and Libraries, DA 16-1023 (Sept. 12, 2016) ("2017 Eligible Services List").

The Form 470 drop down menu was similarly modified. On August 22, 2017, USAC conceded that the drop-down menu provided on the Form 470 for the 2016 and 2017 funding years was confusing to applicants and provided for "simplified drop-down options," noting:

After the close of competitive bidding for FY2016 and FY2017, USAC received helpful feedback from program participants indicating confusion about the EPC drop-down menu options that should be used to seek bids for certain eligible services (particularly fiber services), and which options should be used to comply with the specific competitive bidding requirements applicable to Leased Dark Fiber and Self-Provisioned Networks.

The simplified drop-down menu options to be implemented on August 26 address these issues, and are accompanied by additional helper text to assist applicants with identifying the options that should be used to effectively request bids for particular eligible services. In addition, these simplified options and accompanying filing guidance will help streamline search efforts for service providers by making it easier for them to identify bid requests for fiber and other eligible services.²³

Accordingly, USAC revised the drop-down menu for the Form 470 to reference Leased Fiber and Self-Provisioned Networks and provide for the other services that were required to be bid with each.

While the clarifications to the 2017 Eligible Services List and the Form 470 were beneficial to applicants seeking bids for leased dark fiber and self-provisioning during the 2017 funding year, Durand was a victim of the original confusion from the prior funding year.

When Durand completed its Form 470, it was under the impression that it was fulfilling the Commission's requirements by seeking bids for dark fiber (which it presumed to incorporate owned and leased dark fiber) and lit fiber. Durand's accompanying RFP supports this understanding as it describes the services sought as self-provisioned dark fiber, leased dark fiber (through an IRU) and lit fiber service. That

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²³ See Universal Service Administrative Company, Schools and Libraries Program New Brief, August 22, 2017.

being said, Durand believes that it was in compliance with Section 54.503(c)(1) of the Commission's rules, and to the extent that it may have made a clerical error in its completion of the Form 470, Durand requests a waiver of Section 54.503(c)(1) of the rules. Section 54.503(c)(1) of the rules provides in pertinent part:

An eligible school, library, or consortium that includes an eligible school or library seeking bids for eligible services under this subpart shall submit a completed FCC Form 470 to the Administrator to initiate the competitive bidding process. The FCC Form 470 and any request for proposal cited in the FCC Form 470 shall include, at a minimum, the following information:

54.503(c)(1)(ii)

Sufficient information to enable bidders to reasonably determine the needs of the applicant;

54.503(c)(1)(iii)

To the extent an applicant seeks the following services or arrangements, an indication of the applicant's intent to seek:

54.503(c)(1)(iii)(A)

Construction of network facilities that the applicant will own;

54.503(c)(1)(iii)(B)

A dark-fiber lease, indefeasible right of use, or other dark-fiber service agreement or the modulating electronics necessary to light dark fiber; or

54.503(c)(1)(iii)(C)

A multi-year installment payment agreement with the service provider for the non-discounted share of special construction costs;

54.503(c)(1)(iv)

To the extent an applicant seeks construction of a network that the applicant will own, the applicant must also solicit bids for both the services provided over third-party networks and construction of

applicant-owned network facilities, in the same request for proposals. ²⁴

The rule specifically allows that "sufficient information to enable bidders to reasonably determine the needs of the applicant" can be contained in the Form 470 and in "any request for proposal cited in the FCC Form 470."²⁵ This was made clear in the *Sweetwater City Schools* decision where the Commission held that "[i]n the FCC Form 470, **or its associated RFP**, the entity seeking bids must describe the requested services with sufficient specificity to enable potential service providers to submit bids for those services."²⁶ While the Commission has indicated that the services listed on the Form 470 and the RFP must be reasonably similar, Durand's Form 470 and its associated RFP are reasonably similar.²⁷

Here, both the Form 470 and the RFP sufficiently described the services for which potential vendors could provide bids. As explained above, the 2016 FCC Form 470 included the category of Dark Fiber, which, under the 2016 ESL, did not make a clear distinction between owned and leased dark fiber. On its Form 470 Durand indicated that it was requesting Lit Fiber Service, Dark Fiber and Internet Access: ISP Service Only. By listing all of these services, Durand indicated to potential vendors that it was seeking bids for all potential fiber services. Even without listing Self-Provisioning, any provider that would have provided a bid for self-provisioned dark fiber would have been on notice

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²⁴ See 47 CFR §54.503 (emphasis added).

²⁵ *Id*

²⁶ Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by Sweetwater City Schools et al., Schools and Libraries Universal Service Support Mechanism, 31 FCC Rcd 13555 at 2 (2016)(emphasis added).

²⁷ Petition for Reconsideration by Chicago Public Schools Chicago, Illinois, Schools and Libraries Universal Service Support Mechanism, 29 FCC Rcd 9289 at 8 (2014)(denying a request for waiver where a Form 470 listed basic maintenance services and an RFP identified the services properly as internal connections, because the services were not similar and therefore would not have provided service providers with sufficient notice of the services sought.)

that the school was interested in either leased or self-owned dark fiber by the categories listed on the Form 470. In addition, the RFP explained that the school sought both an owned/self-provisioned and a leased option for the dark fiber. The Form 470 and RFP, either taken separately or together, were more than sufficient to put all potential bidders on notice that the District sought dark fiber (self-provisioned and leased) and lit fiber services. As evidence of this, the District received multiple bids for self-provisioning and lit fiber, providing further evidence that vendors were on notice that the District was interested in both those options.

Despite the confusion of the Form 470 drop-down menu and the vague categorization of services, Durand was still able to fully inform potential bidders that it sought owned and leased dark fiber options along with lit fiber, as required by the rules. Accordingly, Durand requests that the Commission recognize that the categorizations of service provided on the Form 470 for the 2016 Funding Year were confusing and that selection of Dark Fiber and Lit Fiber on the Form 470 in combination with a full description of requested services in the RFP, as specifically permitted under the rules, were sufficient to provide notice to all potential bidders of the services sought. Alternatively, Durand requests that the Commission waive the requirement that the Form 470 drop down category of Self Provisioning had to be selected, because: (i) The FCC and USAC recognized that the 2016 Form 470 drop down menu and ESL were confusing for applicants; (ii) the drop down menu category of Dark Fiber could easily have been interpreted by potential vendors as meaning both (a) leased, and (b) entity owned Dark Fiber; and (iii) the Form 470 contained "Sufficient information to enable bidders to reasonably determine the needs of the applicant.

CONCLUSION

Durand is a small rural school district that relies on Schools and Libraries funding of broadband Internet access in order to support its student population. Loss of a quarter million dollars in funding to support broadband service to the school would severely impact the District's budget. Durand should not be punished for a mere clerical error on the drop-down menu of a form conceded by the Commission and USAC to be confusion, especially when the error had no impact on the competitive bidding process. Durand respectfully requests that the Commission grant its appeal.

Respectfully submitted,

DURAND SCHOOL DISTRICT 322

Зу:____

Rebecca E/Jacobs

Womble Carlyle Sandridge & Rice, LLP

1200 Nineteenth Street, NW Suite 500 Washington, DC, 20036 (202) 857-4400 (202) 467-6910 (fax)

CC: Universal Service Administrator

October 23, 2017

EXHIBIT A

DECLARATION OF KURT ALBERSTETT

- I, Kurt Alberstett, do hereby state:
- 1. I am the Superintendent and Elementary School Principal for Durand Community Unit School District 322 (the "District" or "Durand") and have been in the role of Superintendent since 2014. I was involved with the District's request for E-rate funding during the 2016 Funding Year.
- 2. Durand is located in a rural area of Illinois and has been unable to obtain affordable broadband Internet access at levels sufficient to meet the needs of the student population.
- 3. I have reviewed the appeal and all factual statements made therein are true and correct and the attached documents thereto are true and correct copies of such documents.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of October 2017.

Kurt Alberstett

EXHIBIT B

10/3/2017 Fiber - #160012395

Records / FCC Forms 470

Fiber - #160012395



Generated Documents News **Related Actions**

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname Fiber Created Date 12/17/2015 5:52 PM CST

Application Number 160012395 Created By Marcia Struwing

Funding Year 2016 Certified Date 12/18/2015 3:29 PM CST

Status Certified Certified By Bill Damon

Allowable Contract Date 1/15/2016 Last Modified Date 1/26/2016 11:02 AM CST

Last Modified By Marcia Struwing

Billed Entity Information

Name DURAND SCHOOL DISTRICT 322 Billed Entity Number (BEN) 135849

Application Type and Recipients of Service

Applicant Type School District Number of Eligible Entities 4

Public School Recipient(s) of Service

Public School District

Contact Information

Name Bill Damon Phone Number 815-248-2171

Email bdamon@cusd322.org

Services Requested

Category 1: Internet Access and/or Telecommunications

Туре	Function	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configurati on?	Maintenanc e Indicator	Associated RFP
Internet Access and/or Telecommuni cations	Lit Fiber Service	4	3	Circuits	1 Gbps	5 Gbps	Yes	Yes	View RFP Documents
Internet Access and/or Telecommuni cations	Dark Fiber	4	12	Fiber Strands			Yes	Yes	View RFP Documents
Internet Access and/or Telecommuni cations	Internet Access: ISP Service Only	4			1 Gbps	5 Gbps	Yes	Yes	View RFP Documents

Category One Narrative

private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network

There are no Services Requested For Category 2

Installment Payments

Min Number Years 4 Payment Type Monthly

Max Number Years 4

Technical Contact Information

10/3/2017 Fiber - #160012395

Name Eddie Johnston

Title Technology Director

Phone Number 815-248-2171 x131

Email ejohnston@cusd322.org

State or Local Procurement Requirements

State or Local Procurement Requirements have not been indicated

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EXHIBIT C



Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company	v Res	ponse for:	

December 15, 2015

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INVITATION TO BID

Dear Vendor:

The Board of Education of the Durand CUSD 322 invites you to submit a sealed bid for:

THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS LINKS

The enclosed bid form(s) **must** be used in submitting bid. Bid must be addressed as follows:

Durand CUSD 322
District Office
Fiber and Wireless Installation
200 W. South St.
Durand, IL 61024

Sealed bids will be received until - 1:30PM CDT, Friday, January 29, 2016.

The required contractor's Certification forms must be completed and returned with the bid.

It is the intention of the Board of Education to award the bid at the **February Board Meeting.** The Board of Education may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District 322 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. Any request for information shall be made to Ed Johnston, Technology Director by email at ejohnston@cusd322.org, but the response may not be used as a condition to any bid being submitted.

Sincerely,

Mr. Kurt Alberstett Superintendent

PUBLIC NOTICE

NOTICE TO BIDDERS

The Board of Education of the Durand CUSD 322 is accepting sealed bids for:

ERate FIBER OPTIC CABLE AND WIRELESS INSTALLATION

Optional Pre-proposal Conference: An optional pre-proposal conference will be held at 10AM on January 6th, 2016 in the Administrative Offices of the District. Participation by phone will be allowed. To register, please contact Ed Johnston; <u>ejohnston@d322.org</u> and state whether you will be participating onsite or via teleconference.

Sealed bids will be accepted until 1:30PM CDT, Friday, January 29, 2016 at the District 322 Administration Building, at which time they will be publicly opened and read in the Board Room.

Vendor registration will be available by request, please contact Ed Johnston, Technology Director at ejohnston@d322.org. To register and receive all Addenda to this RFP, please follow the directions below:

- Create an Email with Vendor Registration in the subject line
- Be sure to include contact information including:
 - Name
 - Title
 - Company
 - Phone Number
 - Email address

Direct any questions to Ed Johnston, Technology Director at ejohnston@cusd322.org. All questions must be submitted in writing.

INSTALLATION OF SCHOOL TO SCHOOL FIBER AND WIRELESS

Table 1 – RFP Schedule

Selection Process Step	Estimated Date(s)	
RFP/Bid Issued	December 15, 2015	
Pre-proposal Conference (Optional)	January 6, 2016	
Final Date for Questions	January 8, 2016	
Publish Addendum	January 12, 2016	
Proposals Due	January 29, 2016	
Decision on Vendor Finalists (short-list)	Early February, 2016	
Vendor Scope Reviews and Final Pricing	February, 2016	
Presentation of Estimated Recommendation to Board	February, 2016	

Contract Negotiations Complete	March, 2016
Project Kick-off	April 1, 2016
Project Completion Date	TBD

INSTRUCTIONS TO BIDDERS

1. GENERAL

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network. Any proposed fiber and routing equipment must be exclusive to District (Transport circuits will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

The District is seeking options for bids. Respondents may bid one or many. The First option is a fully managed, lit service transport to these locations. Providers may either bid bundled transport and ISP service for these lit service circuits, bid the ISP service disaggregated from the transport circuit or provide pricing for both. The second option is for a self-provisioned dark fiber solution that includes 12 strands of fiber between the designated end points and fiber maintenance and operations for the circuit from the District to the bidder designated Internet Access Point/PoP. We have outlined one such option in this RFP.

- a. Bid(s) shall be hardcopy, signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. The District requires one original, three paper copies and one electronic copy. Unsigned bids will be rejected. Note, the original is the copy of record, an emailed electronic copy will not be considered without timely receipt of the original.
- b. Seal and deliver bid(s) to the Administration Office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All bids shall be made using the forms response areas included in this RFP document.
- d. The Board of Education is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid specification and installation as called for in the bid specifications.

Correspondence shall be addressed to the Director of Information Technology, Eddie Johnston.

The District may leverage E-Rate funding, for financial assistance in the procurement of some of this equipment and services.

If budgets allow, all network equipment and services herein will be procured with or without E-Rate funding.

Only vendors with an active Service Provider Identification Number (SPIN) number will be considered. To obtain a SPIN number, see http://www.usac.org/sl/service-providers/step01/default.aspx.

- g. Bids are available for inspection in the Administration Office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise the purchasing official first orally, followed by written notice (fax, email or letter), with specification of the claimed problems which must be received during regular working hours at least ten (10) days before the date set for bid opening. Upon receipt of the notice, the purchasing official will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of sixty (60) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, or telegram, or fax received by the district or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items bid shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

School District 322 requires that a current W-9 form be included with your sealed bid. This form can be found at http://www.irs.gov/pub/irs-pdf/fw9.pdf. Submit the first page of the form with a signature attached to this document with your response.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor and in compliance with 820 ILCS 130 et seq. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

It shall also be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to file a certified payroll with the Board of Education no later than the 15th day of each calendar month for the immediately preceding month. The certified payroll must be in compliance with the requirements set forth in Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained

herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775 ILCS 5/1-10 et.seq.), hereinafter "unlawful discrimination". The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, bidders shall state the delivery time for each respective item in their bids. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to a different bidder or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (3) a bidder is not a responsible bidder and should be disregarded. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. <u>PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND</u> <u>REQUIREMENTS</u>

With the award of a dark fiber bid, within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY

A Bid Bond is not required for this project.

16. SCOPE OF WORK

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards. Collectively the work described in Attachments 8 and 9 will be referred to as "Work".

17. INSURANCE REQUIREMENTS

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board of Education:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,0
	Products-Comp/OP Agg	2,000,0
	Personal Injury	1,000,0
	Each Occurrence	1,000,0
	Fire Damage (Any one fire)	50,0
	Medical Exp. (Any one person)	5,0
Excess Liability	Each Occurrence	2,000,0
	Aggregate	2,000,0
Automobile Liability	Bodily Injury (each occ)	1,000,0
	Property Damage (each occ)	1,000,0
Worker's Compensation	Statutory Limits	
	Each Accident	500,0
	Disease-Policy Limit	500,0
	Disease-Each employee	500.0

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Board of Education.

With respect to the insurance required herein, the contractor shall provide such insurance naming the Board of Education, the Board of Education's members, individually and collectively, and its administrators, officers, employees, agents, representatives, and volunteers as <u>additional named insureds</u>. The contractor shall also purchase and maintain such insurance as will protect the additional named insureds from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

It is MANDATORY that within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the Board of Education. The Certificates of Insurance shall be executed by insurance companies with AM Best financial strength rating of "A" or higher and financial size categories of "VII" or greater evidencing the required insurance coverage.

18. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members, individually and collectively, its administrators, officers, employees, agents, representatives, and volunteers from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract; or
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, and agents) or damage to or destruction of any property, including the loss of use thereof caused in whole or in part by any act, error or omissions of the contractor or any subcontractor or anyone directly or indirectly employed by any of them, or breach of this contract of the contractor; or
- C. Any breach of this contract by the contractor.

20.LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be opened or considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the Board of Education. The use of Board of Education equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

The Board of Education supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as to the percentage of recycled products in each item.

22. PAYMENT

Monthly progress payments may be submitted to the District for reimbursement based on percent complete. A partial payment not to exceed 25% may be acceptable at the time of the purchase order to cover the cost of materials. Fifteen (15%) percent of the project shall be retained for thirty (30) days after the final acceptance date.

23. MANUALS

For all items installed on the project, the successful bidder shall supply, at no cost to the Board of Education, parts list, and specification sheets for each component.

24. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and it shall be the contractor(s) requirement to obtain

any necessary permits. The Board of Education will cooperate in order to expedite approvals of said permits.

25. PERSONNEL

If any person employed on the work site is, in the opinion of the Superintendent of CUSD 322, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, the contractor shall direct that person to cease work and vacate the job site immediately.

All contract personnel employed on District property are required to pass a criminal background check, statewide sex offender database check, and statewide murderer and violent offender against youth database check, as required in 105 ILCS 5/10-21.9(f).

26. <u>SEXUAL HARASSMENT</u>

Pursuant to the requirements of the Illinois Human Rights Act, 775 ILCS 5/2-105, the bidder shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

27. QUALIFICATIONS

Bidder must be an authorized dealer and installer of products that the bidder is bidding on. Bidder must supply a list of references of like products and installations. A reference sheet is attached.

28. TERMINATION

This contract may be terminated as follows:

- a. The Board of Education reserves the right to terminate this contract at any time without cause upon fourteen (14) days written notice to the contractor; and
- b. If either party breaches or fails to perform any of the promises set forth in this contract, then as an option but not as its sole remedy, the other party may terminate this contract. If the contractor is the terminating party, then contractor shall provide a thirty (30) day written notification to the Board of Education with an opportunity to cure. In the event the contractor breaches or fails to perform any of the provisions of this contract, the Board of Education shall have the right to terminate the contract upon written notice and without the opportunity for the contractor to cure. In such case, at the Board of Education's option, the contractor may be required to continue operation until relieved by a subsequent contractor chosen by the Board of Education, for a period of up to thirty (30) days after receipt of written notice.

If the Board of Education terminates the contract without cause, the Board of Education must pay the contractor any amounts due for work completed. If the Board of Education terminates the contract for cause, the Board of Education must only pay the contractor for the amounts due for work completed less the cost to complete the remaining work.

29.SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

30. Alternative Bids

Lit Service:

The School district must have guaranteed Lit Transport Bandwidth to this end point throughput (upload and download) of 1 gbps, upgradeable to 5 gbps with Service Level Agreement (SLA) guarantees.

The transport circuit endpoints will be from the designated school end point to the school district hub and if applicable from the school district hub to the nearest Internet access point.

Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows the District to request payment of discount portion of NRCs in the first year of service. The District may request to pay the non-discount share of special construction costs that are the responsibility of the District, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate Limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.

For lit services the following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Shared management of equipment
- Must provide response time for outages
- Must provide 99.99% guaranteed uptime
- There is no right to rate limit or throttle the capacity of the circuit at any time
- Symmetrical upstream and downstream bandwidth to the required levels
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds

- Bit-Error Rate commitment <0.25% between circuit endpoints
- Mean Time-To-Repair for outages <4 hours

As part of its response a network diagram displaying the paths to be used to serve each endpoint must be included.

Dark Fiber with Maintenance:

As an alternative, the respondent is requested to quote a 2 or a 4 strands of dark fiber between the designated locations. A diagram showing the end points of each fiber run must be included with the IRU response. The pricing response should indicate which endpoints are served with which lateral.

Price Proposal

The District is interested primarily in 2 or 4 strand lease for each location to be connected with a one-time capital cost payment for the lease of fiber combined with "all-in" recurring payments for operations and maintenance costs for the first 5 years of use of the fiber.

Respondents are encouraged to separate special construction/non-recurring charges as defined by E-rate Modernization Order 2. New fiber special construction charges as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing the District to pay the non-discount share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

The School District will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments.

Each respondent is required to complete the pricing matrix in the spreadsheet accompanying to this RFP. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

For each proposed route, respondent must offer pricing proposals for 4 fiber strands.

General Terms for Dark Fiber

The following are general terms that apply to self provisioned fiber.

Fiber Interconnection Policy

Respondents must describe any cross-connect policies and all related cross-connect fees. The District prefers vendors that build cross-connect costs into the initial purchase arrangement.

Colocation Space Availability

Respondents should provide detailed information on access and cross-connect policies and arrangements for power and telephone service at (interconnection address).

Meet-me Hole and Mid-Span Interconnection Splicing

It is possible that the District may want to interconnect with the dark fiber facilities at meet-me manholes or mid- span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

The District prefers to dark fiber routes that contain a homogenous fiber type throughout the segment as outlined later in this RFP. Vendors must provide information on the age, type and performance of fiber they are proposing, including a description of all applicable splice loss budgets.

Dark Fiber Maintenance

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber for at least the first 5 years of the agreement. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports

- What service level agreement is included, and what alternative service levels may be available at additional cost.
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;

The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

31. SELECTION CRITERIA

The Board of Education will evaluate all bids based on the following rating system: Price 50%, Quality of Proposed Solution 25%, Quality of References 15%, and Completion of this document is 10%. Nonetheless, the reservations stated in Section 12 of these Instructions apply and the Board of Directors are not bound by the criteria set forth in this section. Due to E-Rate requirements, price will be the largest percentage of any rating system the District chooses to use.

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

1.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:
2.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE IOD:

REFERENCES (CONTINUED)

3.	ORGANIZATION:				
	ADDRESS:				
	CITY, STATE, and ZIP CODE:				
	TELEPHONE NUMBER:				
	CONTACT PERSON:				
	DATE OF SERVICES:				
	DOLLAR AMOUNT OF THE JOB:				
OFFER	ROR'S NAME:				
SIGNA	TURE:				
DATE:					

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed MAY RESULT IN DISQUALIFICATION	l and submitted with bidder's bid proposal. FAILUR OF THE BIDDER.	E TO DO SO
	bid for the work for Durand Clinnebago County, Illinois certifies that said contractor act as a result of a violation of either 720 ILCS 5/33E-3	
Firm: SPIN	Number:	
	By:	
	(Printed Name & Title)	
SUBSCRIBED and SWORN TO before me		
This day of	, 2015	
	_	
NOTARY PUBLIC		

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Illinois Drug-Free Workplace Act (30 ILCS engaged in the performance of work unde	r more employees, does hereby certify pursuant to section 3 of the S 580/3) that it shall provide a drug-free workplace for all employees ler the contract by complying with the requirements of the <i>Illinois</i> rtifies that it is not ineligible for award of this contract by reason of <i>rug-Free Workplace Act</i> .
	Firm:
	By:
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before me	e
This day of	, 2015
NOTARY PUBLIC	_

CERTIFICATE REGARDING

SEXUAL HARASSMENT POLICY

(775 ILCS 5/2-105) that it has a written sex information: (i) the illegality of sexual haras a description of sexual harassment, utilizing (v) the legal recourse, investigative and con	by certify pursuant to Section 2-105 of the <i>Illinois Human Rights Act</i> and harassment policy that includes, at a minimum, the following assment; (ii) the definition of sexual harassment under State law; (iii) gexamples; (iv) an internal complaint process including penalties; inplaint process available through the Department of Human Rights ions on how to contact the Department of Human Rights and Human ainst retaliation.
	Firm:
	By:
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before me	
This day of	, 2015
	-
NOTARY PUBLIC	

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

	2-105) that it has a writte	en equal emplo	yment opportunity po	05 of the <i>Illinois Human Rights Act</i> blicy that is in compliance with all e Illinois Human Rights Act.
		Firm:		
		Ву:	(Signature)	
			(Printed Name & Title)	
SUBSCRIBEI	o and SWORN TO before	e me		
This	day of	, 2	2015	
	NOTARY PUBLIC			

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at the t	ime the Agreement is e	executed, or if during the	term of the Agreement,
	e is excessive unemployment in Illin			
	30 ILCS 570/0.01 et seq., as agrees to employ I			
	ublic Works Act. An "Illinois labore			
(30)	days and intends to become or rema	in an Illinois resident.		-
		Firm:		
		D		
		Ву:	(Signature)	_
			(Printed Name & Title)	
OI ID				
SUB	SCRIBED and SWORN TO before	me		
This	day of	, 2015		
	NOTARY PUBLIC			

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and RESULT IN DISQUALIFICATION OF T	d submitted with bidder's bid proposal. FAILURE TO DO SO MAY THE BIDDER.
W. South Street, Durand, IL 61024 c	s bid for the work for Durand CUSD 322, 200 ertifies that said Contractor is not barred from bidding on the olation of the above Non-Collusion Affidavit.
	Firm:
	By:(Signature)
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before m	ne
This day of	, 2015
NOTARY PUBLIC	_

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99.999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- 3. A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.corning.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28® ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District

desires fiber with the characteristics demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	<u>1300 nm</u>	<u>1550 nm</u>
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.
- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.

e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

Accept

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept Reject with Comment

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination

Accept Reject with Comment

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept Reject with comment

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing

any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept

Reject with Comment

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept

Reject with comment

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept

Reject with comment

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept

Reject with comment

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

Accept

Reject with comment

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional bore, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and subducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept

Reject with Comment

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

- 1. Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).
- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.

- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- 6. All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately sealed, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- **T-1** American National Standards Institute (ANSI)
- **T-2** Local Village and County Codes
- **T-3** Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- **T-4.** Institute of Electrical and Electronic Engineers (IEEE)
- **T-5.** International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- **T-7.** Internet Engineering Task Force (IETF)
- **T-8.** National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- **T-10.** National Electronic Manufacturers Association (NEMA)
- **T-11.** Rural Electrification Association Standards (REA)

Accept

U Installation Standards for Customer Premise Equipment

U-1 All elements of the system installation shall conform to local building codes.

- **U-2** The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- **U-3** The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- **U-4** To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- **U-6** Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- U-7 The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- **U-8** The bidder shall provide an acceptance checklist to be approved by the School District.

Accept

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

The standards for all Category 6 cabling shall meet or exceed those in the following table:

Category 6 Solid Horizontal and Backbone Cable

Frequency	Insertion	NEXT	PSNEXT	ELFEXT	PSELFEXT	Return
(MHz)	Loss (dB)	(dB)	(dB)	(dB)	(dB)	Loss (dB)
0.772	1.8	76	74	70	67	19.4
1	2	74.3	72.3	67.8	64.8	20
4	3.8	65.3	63.3	55.8	52.8	23
8	5.3	60.8	58.8	49.7	46.7	24.5
10	6	59.3	57.3	47.8	44.8	25
16	7.6	56.2	54.2	43.7	40.7	25
20	8.5	54.8	52.8	41.8	38.8	25
25	9.5	53.3	51.3	39.8	36.8	24.3
31.25	10.7	51.9	49.9	37.9	34.9	23.6
62.5	15.4	47.4	45.4	31.9	28.9	21.5
100	19.8	44.3	42.3	27.8	24.8	20.1
200	29	39.8	37.8	21.8	18.8	18
250	32.8	38.3	36.3	19.8	16.8	17.3

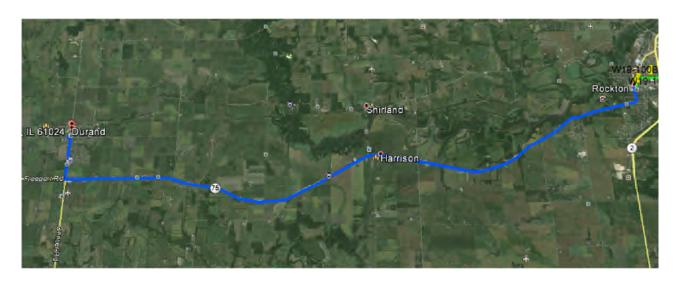
UL® verified for TIA/EIA 568-B electrical performance

UL® and c (UL®) listed for fire safety

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



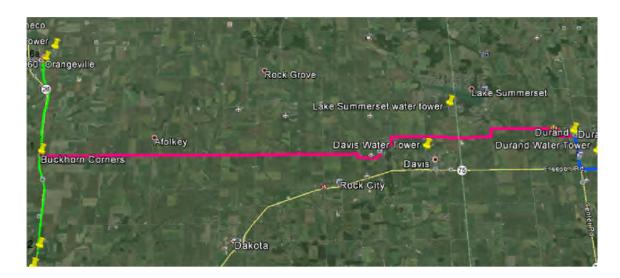
Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27'17.57"N, 89° 3'56.05"W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27′20.26″N, 89° 1′20.20″W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

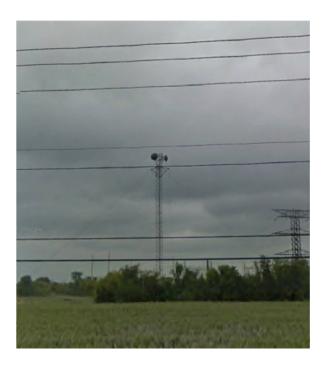
GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15′58.57″N, 89°14′17.15″W. Note there is an existing link from the Rock Valley College antenna at 42°19′57.32″N, 89° 0′31.61″W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20′28.20″N, 89°11′43.05″W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor				
Link	Fiber Link from Rockton to Durand			
Technology	Fiber Optic	Cable		
	Labor	\$		
	Materials	\$		
	Permits	\$(estimated)		
	Spicing	\$		
	As-builts	\$		
Annual Main	tenance: \$	the cost of annual maintenance as outlin	ned in this proposal	
Option: 4 ye guidelines.	ear cost: \$	per year for 4 years for all construction	and non-recurring costs under Erate	

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor					
Link	Wireless link from Rockton to Durand Schools				
Technology	Wireless 400	Mbps Service			
	Labor	\$	_		
	Materials	\$	_		
	Tower rental	\$	_		
	Permits	\$	_ (estimated including licensing)		
	As-builts	\$	_		
Option: 5 yes	ar cost: \$	per year for 5 years			

Other Wireles	s Location				
Contractor					
Link	Wireless link from to				
Technology	Wireless 400 Mbps Service				
	Labor	\$	-		
	Materials	\$	-		
	Tower rental	\$	-		
	Permits	\$	(estimated including licensing)		
	As-builts	\$	-		
Option: 5 yea	r cost: \$	per year for 5 years			

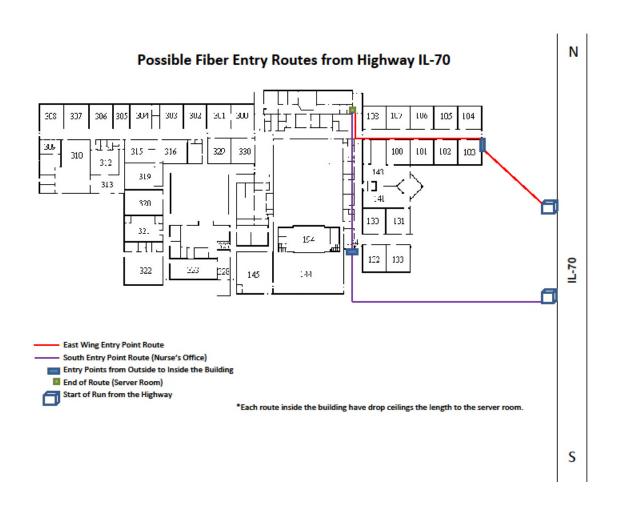
Other Wireles	s Location					
Contractor						
Link	Wireless link	from to				
Technology	Wireless 400 Mbps Service					
	Labor	\$	-			
	Materials	\$	-			
	Tower rental	\$	-			
	Permits	\$	_ (estimated including licensing)			
	As-builts	\$	-			
Option: 5 year	r cost: \$	per year for 5 years				

Other Wireles	s Location					
Contractor						
Link	Wireless link from to					
Technology	Wireless 400 Mbps Service					
	Labor	\$	-			
	Materials	\$	-			
	Tower rental	\$	-			
	Permits	\$	(estimated including licensing)			
	As-builts	\$	-			
Option: 5 yea	r cost: \$	per year for 5 years.				

Durand CUSD322

Fiber Internet Access RFP ADDENDUM 1 January 15, 2016

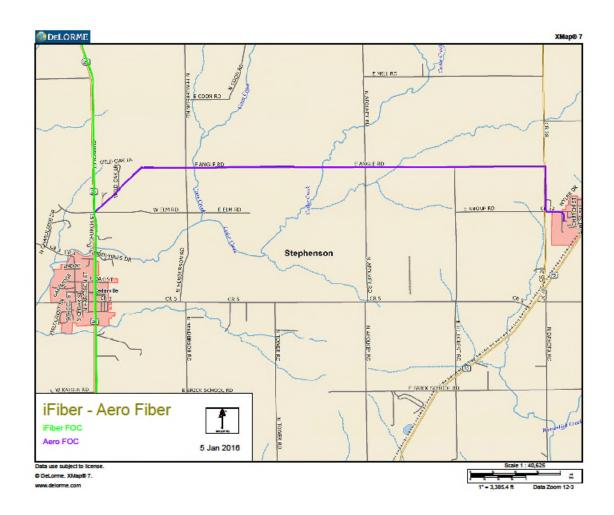
- 1) What type of router is required for this implementation? This implementation should include (2) ruggedized Layer 3 Backbone Switch's with dual power supplies (1 at school and 1 at colocation). Optics required will need to be 10G LR transceivers. Include support that provides 4 hour exchange.
- 2) Under Termination, Performance and Acceptance Testing in the RFP the reference to SC should be LC and read as follows: Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with LC connectors unless otherwise specified.
- 3) Potential routes to the computer room



Durand CUSD322

Fiber Internet Access RFP ADDENDUM 1 January 15, 2016

4) iFiber has a new connection point located in Dakota Illinois. Two fibers are available for your use. The connection point is located at or near the Dakota High School on the west side of town. This fiber runs from Dakota to Cedarville. This shortens the route referenced in the RFP shown that runs from Durand to Cedarville.



Durand CUSD322

Fiber Internet Access RFP ADDENDUM 2 January 25, 2016

1) The due date for proposals to be received has been extended to 1:30 PM CDT, Friday, February 5, 2016.

EXHIBIT D

KELSO-BURNETT Co. Cable & Wireless Division



5617 Sockness Dr. - Rockford, Illinois 61109 - 815 / 874-6311 - Fax 815 / 874-3333

February 5, 2016

Mr. Kurt Alberstett 200 W. South St. Durand, IL 61024

RE: RFP FOR THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS FOR THE DURAND SCHOOL DISTRICT:

All pricing will be enclosed with the RFP for review

General conditions for Dakota to Durand:

- Kelso-Burnett's proposal is for a district owned fiber to be installed from the IFIBER /Aero hand hole location at E. Angle Rd. and N. Dakota Rd. to the Durand High School on W. South Street.
- Kelso-Burnett will provide and install 72,000' of 1.5" HDPE SDR11 pipe as requested in the RFP.
 The proposed route will run north along Dakota Rd. to E. Farm School Rd. and continue on this road to the east until we reach Patterson Rd. Kelso-Burnett will then turn north on Patterson Rd. to W. South Street turning east then ending at the Durand High School, as recommended in the RFP.
- Kelso-Burnett will provide and install 75,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.
- Kelso-Burnett will provide and install 30 hand holes along the proposed path with spacing not to exceed 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett will provide and install a fiber distribution panel in the rack at Durand High School. The
 fiber will then be terminated with SC terminations as requested in the RFP. LC-UPC terminations will be
 available as an option with no cost increase to the District.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid(-\$10,017.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district, along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$15,363.00)

 1.25" HDPE. (+\$ 5.393.00)

General Conditions for Durand to Maryville Farm Campus:

- Kelso-Burnett's option is for a District owned fiber to be installed from the District hand hole location at Patterson Rd and Farm School Rd to the Mayfield Farm Campus at 10104 Farm School Rd.
- Kelso-Burnett will provide and install 30,000' of 1.5" HDPE SDR11 HDPE as requested in the RFP. The
 proposed route will run east on Farm School Rd to the Mayfield Farm Campus.
- Kelso-Burnett will provide and install 31,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.

- Kelso-Burnett will provide and install 12 hand holes along the proposed path with spacing not to 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid.....(-\$4,015.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$6,155.00)

Wireless:

- Kelso-Burnett has partnered with Entre' Computer Solutions to provide you with a wireless solution.
- The first solution will require (3) three links to get to Rockton, IL.
- This wireless solution will be a licensed solution with the following two options:
- Link #1: Starting at Durand High School to Freeport Road Farm 1+0 link 01 500 Mbs.
 - o Option for IGB 2 0 link 01 IGB
- Link #2: Freeport Road Farm to Wagon Wheel Farm 1+0 link 02 500 Mbs.
 - o Option for IGB 2+0 link 02 IGB
- Link #3: Wagon Wheel Farm to Rockton Communications Tower 1+0 link 03 500 Mbs.
 - o Option for IGB 210 link 03 IGB
- The second solution will require (1) one link to get to Mayfield Farm Campus.
- This wireless solution will be a licensed solution with the following:
- Link #4: Starting at the Wagon Wheel Farm to the Maryville Farm Center 0+1 link 04 500 Mbs.

Engineering/As Built drawing Fees:

- Kelso-Burnett will apply to the appropriate AHJ (authority having jurisdiction) for the permits of the
 conceptual route in the RFQ. Any required fees for permits will be paid for by Kelso-Burnett.
- Brad Brown P.E. will draw all permit drawings; survey the completed route electronically for shape files to be imported to any electronic maps for locating, and complete as build drawings for any work preformed.
 All drawings will be submitted to Durand School District to complete the project.

Assumptions:

- No programming of any network electronics will be included on this quote.
- Network electronics, servers or software are not included in this Scope of Work.
- All material distances are estimated for the duct and fiber for bidding. Final lengths will be determined after award for the project and are included with this proposal.
- USAC SPIN # 143036063 for Kelso-Burnett Co.
- Kelso-Burnett Co. will contact JULIE to locate all utilities before construction begins.
- It is the customer's responsibility to locate all privately owned utilities, i.e., flood and parking lot lighting, septic fields, well heads, irrigation lines, etc.
- Kelso-Burnett is not responsible for any damage caused to non-located cables, conduits, waterlines, electrical services or any other underground utility during the directional boring process.
- If Kelso-Burnett is required to cease operation due to fractures of non-located utilities, Kelso-Burnett reserves
 the right to recover all direct and indirect job cost associated with the interruption of work flow, including
 equipment rentals.

Terms and Conditions:

- All work will be completed during normal business hours 7:00 AM to 3:30 PM.
- All materials and labor are guaranteed for one year.
- · Pricing is valid for 90 days.
- Billing will occur when the project is complete. Payment is required within 30 days of billing.

Thank you for the opportunity to work with you on this project. Any additions or changes to this project must be approved through you in writing in a change order agreement. No agreements with our installation crew will be recognized. If you have any questions please contact me at (815) 378-6137.

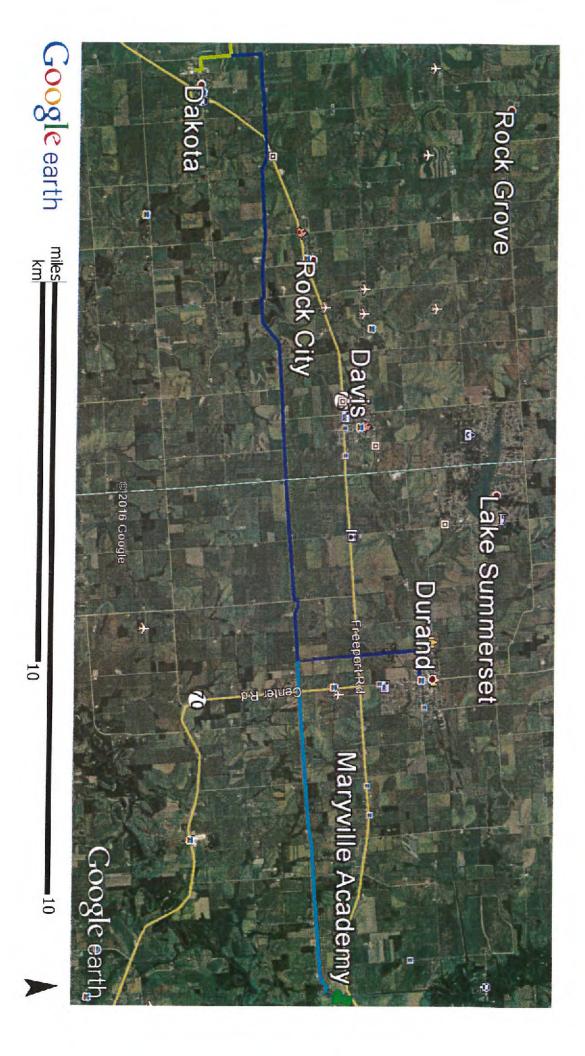
Respectfully,

Scott Nailor

Project Manager

Kelso-Burnett Co.

snailor@kelso-burnett.com





Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for: Kelso-Burnett Co./AERO/Entre'

February 5, 2016

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

ORGANIZATION:	
ADDRESS:	2280 Bethany Road
CITY, STATE, and ZIP Co	DDE: DeKalb, IL 60115
TELEPHONE NUMBER:	815-753-7220
CONTACT PERSON: _	Herb Kuryliw
DATE OF SERVICES:	1994 to Present
DOLLAD AMOUNT OF T	
ORGANIZATION:	
ORGANIZATION:	
ORGANIZATION: ADDRESS:	Community Unit School District 300 300 Cleveland Avenue
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP	Community Unit School District 300 300 Cleveland Avenue CODE: Carpentersville, IL 60110
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP TELEPHONE NUMBER	

REFERENCES (CONTINUED)

3.	ORGANIZATION:	Swedish American Hospital
	ADDRESS:	1401 East State Street
	CITY, STATE, and ZIP CODE:	Rockford, IL 61104
	TELEPHONE NUMBER:	815-489-4743
	CONTACT PERSON:	Terry Bainter
	DATE OF SERVICES:	Multiple, 1994 to present
	DOLLAR AMOUNT OF THE JOB:	\$4,300,000.00
	DOLLAR AMOUNT OF THE JOB <u>:</u>	\$4,300,000.00

OFFEROR'S NAME: David Raasch - Vice President

SIGNATURE: February 5, 2016

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u>, as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD #322, 200 W. South Street, Durand, IL 61024, of Winnebago County, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm:

Kelso-Burnett Co.

SPIN Number: 143036063

(Signature

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

TO JAKE TO BEIG

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Kelso-Burnett Co., having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: Kelso-Burnett Co.

y: / May

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

NOTARY PUBLIC

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

Kelso-Burnett Co. does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: Kelso-Burnett Co.

Sy: (Signature

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

·····

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

<u>Kelso-Burnett Co.</u> does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Kelso-Burnett Co.

y/ Min

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

<u>Kelso-Burnett Co.</u> agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, then <u>Kelso-Burnett Co.</u> agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Kelso-Burnett Co.

By:

David Raasch. Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Marga

NOTARY PUBLIC

OFFICIAL SEAL MARGI C FORSS

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u> as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD 322, 200 W. South Street, Durand, IL 61024 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Kelso-Burnett Co.

(Signature)

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Margi Cfor

OFFICIAL SEAL MARGI C FORSS

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

-	14 Name (an about an your leasure for select Name to sended as the le					_	_		_		_	
	Name (as shown on your income tax return). Name is required on this lin Kelso-Burnett Co.	e; do not leave this line blank.										
- 1	2 Business name/disregarded entity name, if different from above											
96												
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ T single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line the tax classification of the single-member owner.				Trust/estate certai			Exemptions (codes apply only to artain entities, not individuals; see atructions on page 3): (empt payee code (if any) 5				
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Pri	☐ Other (see instructions) ▶				1	(Applies to secounts maintained outside the U.S.)						
G.				uester's name and address (optional)								
Spe	5200 Newport Drive											
8	6 City, state, and ZIP code											
ω	Rolling Meadows, IL 60008											
	7 List account number(s) here (optional)											
Par	Townsyay Identification Number (TIM)											
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backu	Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a				Becurry	I	101				=	
resider	nt alien, sole proprietor, or disregarded entity, see the Part Linstruct	tions on page 3. For other	200			-		-		V 10-		
TIN on	s, it is your employer identification number (£IN). If you do not have page 3.	a number, see How to get	or or			لسا	_		اعظ		_	
	If the account is in more than one name, see the instructions for line	a 1 and the chart on page 4			er iden	tification	on nu	mber				
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Part	II Certification										-	
	penalties of perjury, I certify that:										_	
. The	number shown on this form is my correct taxpayer identification nu	umber (or I am waiting for a	number	to be	issued	to me	e); and	d				
Sen	not subject to backup withholding because; (a) I am exempt from rice (IRS) that I am subject to backup withholding as a result of a fa onger subject to backup withholding; and	backup withholding, or (b) ilure to report all interest or	have no dividend	t beer ls, or	n notifie (c) the	ed by IRS ha	the In	ternal tified (Reve me th	enue at I an	n	
3. Lam	a U.S. citizen or other U.S. person (defined below); and											
	FATCA code(s) entered on this form (if any) indicating that I am exer	mot from FATCA reporting	is correct									
Certific becaus interest general instruct	eation instructions. You must cross out item 2 above if you have be you have failed to report all interest and dividends on your tax ret paid, acquisition or abandonment of secured property, cancellation by, payments other than interest and dividends, you are not required ions on page 3.	een notified by the IRS that urn. For real estate transact n of debt, contributions to	you are tions, ite	curre m 2 d	oes no	t apply	y. For	r mort	gage	and		
Sign Here	Signature of U.S. person ► Marge Cofe	Date	· a	2-1	- 2	01.	5					
	eral Instructions	 Form 1098 (home mortg (tuition) 	age Intere	st), 10	98-E (st	udent l	oan ir	terest)	, 1098	3-T		
	eferences are to the Internal Revenue Code unless otherwise noted, evelopments, Information about developments affecting Form W-9 (such	Form 1099-C (canceled debt)										
as legisla	tition enacted after we release it) is at www.irs.gov/fw9.	 Form 1099-A (acquisitio 				100						
Purpo	se of Form	Use Form W-9 only if yo provide your correct TIN.	u are a U.	S. per	son (Inc	luding	a resid	dent all	en), to	0		
An Individual	dual or entity (Form W-9 requester) who is required to file an information the IRS must obtain your correct taxpayer identification number (Thi)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.										
umbar (ay be your social security number (SSN), individual taxpayer identification ITIN), adoption taxpayer identification number (ATIN), or employer	By signing the filled-out farm, you:										
dentifica	tion number (EIN), to report on an information return the amount paid to	 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 										
eturns in	ther amount reportable on an information return. Examples of information clude, but are not limited to, the following:	2. Certify that you are no	t subject	to bac	kup with	hholdin	g, or					
	099-INT (Interest earned or paid)	3. Claim exemption from	backup v	vithhol	ding if	ou are	a U.5					
	099-DIV (dividends, including those from stocks or mutual funds) 099-MISC (various types of income, prizes, awards, or gross proceeds)	applicable, you are also co any partnership income fro withholding tax on foreign	m a U.S.	trade o	or busin	999 IS P	not su	bject to	e the			

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

• Form 1099-DIV (dividends, including those from stocks or mutual funds) . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) . Form 1099-B (stock or mutual fund sales and certain other transactions by

Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)

rokers)

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99,999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.coming.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28" ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District desires fiber with the characteristics

demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	1300 nm	1550 nm				
0.4 db/km	0.4 db/km	0.3 db/km				

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.

- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.
- e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept-YES

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept-YES

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept-YES

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept-YES

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept-YES

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept-YES

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept -YES

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept-YES

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept-YES

Reject with Comment -NO

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.

Accept-YES

Reject with Comment-NO

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept -YES

Reject with comment-NO

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept-YES

Reject with Comment-NO

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept-YES

Reject with comment-NO

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept -YES

Reject with comment-NO

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept-YES

Reject with comment-NO

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional borc, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and sub-ducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept-YES

Reject with Comment-NO

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries.

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

 Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).

- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.
- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately scaled, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept-YES

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- T-1 American National Standards Institute (ANSI)
- T-2 Local Village and County Codes
- T-3 Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- T-4. Institute of Electrical and Electronic Engineers (IEEE)
- T-5. International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- T-7. Internet Engineering Task Force (IETF)
- T-8. National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- T-10. National Electronic Manufacturers Association (NEMA)
- T-11. Rural Electrification Association Standards (REA)

Accept-YES

U Installation Standards for Customer Premise Equipment

- U-1 All elements of the system installation shall conform to local building codes.
- U-2 The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- U-3 The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- U-4 To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- U-6 Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- U-7 The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- U-8 The bidder shall provide an acceptance checklist to be approved by the School District.

Accept-YES

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



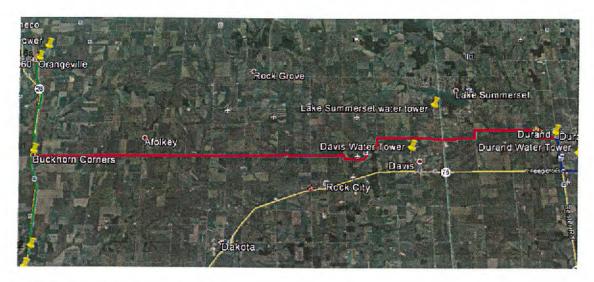
Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27'17.57"N, 89° 3'56.05"W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27'20.26"N, 89° 1'20.20"W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15'58.57"N, 89°14'17.15"W. Note there is an existing link from the Rock Valley College antenna at 42°19'57.32"N, 89° 0'31.61"W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20'28.20"N, 89°11'43.05"W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12 - Base Bid

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Base Bid 1.5" Duct with 12 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials \$ 100,955.00

Permits <u>\$ 200.00</u> (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total \$ 454,440.00

Installment Payment Option:

- Down Payment: \$ 90,888.00 (20% of total)
- 4 year cost: \$\frac{112,754.28}{\text{per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #1

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #1 Base Bid 1.25" Duct with 12 SMF

Link

Fiber Link from Dakota-Angle Road to Durand

Technology

Fiber Optic Cable

Labor

\$ 342,010.00

Materials

\$ 90,938.00

Permits

<u>S 200.00</u> (estimated)

Splicing

\$ 8,475.00

As-builts

\$ 2,800.00

Total

\$ 444,423.00

Installment Payment Option:

- Down Payment: \$ 88.884.60 (20% of total)
- 4 year cost: \$ 110,268.84 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #2

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #2 - With Aero Option for Maintenance 1.5" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials <u>S</u> 116,318.00

Permits \$ 200.00 (estimated)

Splicing <u>\$</u> 8.475.00

As-builts \$ 2,800.00

Total <u>\$ 469,803.00</u>

Installment Payment Option:

- Down Payment: \$ 93,960.60 (20% of total)
- 4 year costS <u>116.565.96</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #3

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #3 - With Aero Option for Maintenance 1.25" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor \$ 342,010.00

Materials <u>\$ 106,348.00</u>

Permits S 200.00 (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total <u>\$ 459,833.00</u>

Installment Payment Option:

- Down Payment: \$ 91,966.60.00 (20% of total)
- 4 year cost: \$\frac{114,092.28}{\text{per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S _-0- the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor k	Kelso-Burnett	Co. Basebid 1.5" Duct for 12 SMF					
Link	Fiber Link from Patterson Road & Farm School to Maryville Academy						
Technology	Fiber Optic Cable						
	Labor	\$152,020.00					
	Materials	\$41,112.00					
	Permits	\$ (estimated)					
	Splicing	\$3,725.00					
	As-builts	\$					
	Total	\$ <u>199,857.00</u>					

Installment Payment Option:

- Down Payment: \$ 39,971.40 (20% of total)
- 4 year cost: \$ 49,587.72 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3
January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor Kelso-Burnett Co. Option #1 - 1.25" Duct for 12 SMF

Link Fiber Link from Patterson Road & Farm School to Maryville Academy

Technology Fiber Optic Cable

Labor \$ _____152,020.00

Materials \$____37,097.00

Permits \$ 200.00 (estimated)

Splicing \$ 3,725.00

As-builts \$ 2,800.00

Total \$____195,842.00

Installment Payment Option:

- Down Payment: \$ 39,168.40 (20% of total)
- 4 year cost: \$ 48,591.60 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor K	Celso-Burnett	Co.	Option #2 with	h Aero for Maintenance	1.5" Duct for		
Link	Fiber Link	from Pa	itterson Road &	Farm School to Maryvi	lle Academy		
Technology	Fiber Optic Cable						
	Labor	\$_	152,020.00				
	Materials	\$	47,267.00				
	Permits	S	200.00	(estimated)			
	Splicing	\$	3,725.00				
	As-builts	\$	2,800.00				
	Total	\$	206,012.00				

Installment Payment Option:

- Down Payment: \$ 41,202.40 (20% of total)
- 4 year cost: S <u>51,114.84</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0-_ the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

	Celso-Burnett		option #5 with	Aero for Maintenance 1.25" Duct for			
Link	Fiber Link	from Pa	tterson Road &	Farm School to Maryville Academy			
Technology	Fiber Optic Cable						
	Labor	\$_	152,020.00				
	Materials	\$	43,255.00				
	Permits	\$	200.00	(estimated)			
	Splicing	\$	3,725.00				
	As-builts	\$	2,800.00				
	Total	\$	201,700.00				

Installment Payment Option:

- Down Payment: \$ 40,340.00 (20% of total)
- 4 year cost: \$ _50,045.16 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor	Kelso-B	urnet	tt Co.						
Link	Wireless link from <u>Durand High School</u> to <u>Freeport Road Farm</u>								
Technology	Wireless 500	Mbj	ps Service						
	Labor	\$_	18,250.00						
	Materials	\$_	26,500.00						
	Tower rental	\$	N/A	_					
	Permits	\$	2,500.00	(estimated including licensing)					
	Citites	Ψ		(**********************************					
	As-builts	\$_ \$_	2,800.00	(*********************************					
Option: 5 yea	As-builts ar cost: \$N								
	As-builts ar cost: \$N	\$_	2,800.00						
	As-builts ar cost: \$N	\$_ /A	2,800.00 per year for 5 years						
	As-builts ar cost: \$ N 1GB Option Labor	\$_ /A \$_	2,800.00 per year for 5 years						
	As-builts ar cost: \$ N IGB Option Labor Materials	\$_ /A \$_ \$_	2,800.00 per year for 5 years						

Other Wirele	ess Location								
Contractor	_Kelso-Burr	nett Co							
Link	Wireless link from Freeport Rd Farm to Wagon Wheel Farm								
Technology	Wireless 500	Mbps Service							
	Labor	\$ <u>21,600.00</u>							
	Materials	\$_31,500.00							
	Tower rental	\$_1,800.00 For 5 Years							
	Permits	\$_1,800.00 (estimated including licensing)							
	As-builts	\$_2,800.00							
Option: 5 yes	ar cost: \$ <u>N//</u>	per year for 5 years							
OPTIONAL:	1GB Option								
	Labor	\$21,600.00							
	Materials	\$40,800.00							
	Tower rental	\$1,800.00 for 5 years							
	Permits	\$1,800.00 (estimated including licensing)							
	As-builts	\$ <u>2,800.00</u>							

Option: 5 year cost: \$ N/A per year for 5 years

Page 34

Other Wireless Location

Contractor	Kelso-Bur	nett (Co	
Link	Wireless link	c froi	m Wagon Wheel Farm_to	Rockton Comms Tower
Technology	Wireless 500	Mb	ps Service	
	Labor	\$_	14,400.00	
	Materials	S _	25,000.00	
	Tower rental	\$_	1,800.00 5 Years	
	Permits	\$_	1,800.00	(estimated including licensing)
	As-builts	S	2,800.00	
	ar cost: \$ <u>N/.</u> 1GB Option	<u>4</u>	per year for 5 year	S.
OPTIONAL:				
	Labor	\$_	14,400.00	
	Materials	\$	33,500.00	
	Tower rental	\$_	1,800.00 5 Years	
	Permits	\$	1,800.00	(estimated including licensing)
	As-builts	\$	2,800.00	
Option: 5 yea	r cost: \$ <u>N/</u>	<u>A</u>	per year for 5 years	

Other Wireless Location

Contractor	_Kelso-Burn	ett Co	
Link	Wireless link	from Wagon Wheel	to Dolan Center
Technology	Wireless 500	Mbps Service	
	Labor	\$18,250.00_	
	Materials	\$_ 27,000.00	
	Tower rental	\$1,800.00	
	Permits	\$2,450.00	(estimated including licensing)
	As-builts	\$2,800.00	

Option: 5 year cost: \$_N/A ___ per year for 5 years.

EXHIBIT E

March 29, 2016

Mr. Eddie Johnson Durand CUSD #322 200 W. South Street Durand, IL 61024



Dear Mr. Johnson

Northern Illinois University, Division of Information Technology, is pleased to present this proposal to the Durand CUSD #322.

This memo is a follow-up on your form 470 through USAC. We will facilitate a link to your facility that provides Internet access and the capability to collaborate with most of the other schools in the area. Several E-rate compliant contracts will need to be accepted by your district to implement this approach.

The following is a summary of the 5 year contracts:

- 1. iFiber fiber optic transport
- 2. NIUnet bandwidth

Each service has a related yearly cost and a one-time startup cost as follows:

			1	VIUnet		iFiber	5 Year	(Cost
Bandwidth	One	-time	,	Yearly	,	Yearly	Total	Pe	er Mb
1 Gb	\$	11,616	\$	24,000	\$	7,200	\$ 167,616	\$	2.79
2 Gb	\$	23,911	\$	40,200	\$	36,000	\$ 404,911	\$	3.37
3 Gb	\$	23,911	\$	56,400	\$	36,000	\$ 485,911	\$	2.70

Bandwidth can be increased beyond 3 Gb to 10 Gb without an additional one-time charge. NIUnet will increase with the bandwidth purchased, but the iFiber transport will remain at \$36,000 per year. This means 10 Gb of Internet bandwidth will have an overall per Megabit cost of \$1.69 per month.

Some of the one-time implementation costs may be covered by the E-rate program under the proposed changes from USAC. We will work with you and your E-rate consultant to identify these costs and provide the appropriate description of materials and services to comply with the program.

If you have any questions or need additional information, please contact Roger Swenson at 815-753-8943.

Sincerely,



Roger Swenson, Senior Research Associate Division of Information Technology Northern Illinois University

Partnering to Connect Government & Education









EXHIBIT F



Enterprise Solutions

Proposal For



1000 Mbps Fiber Internet Access

Presented by:

Cory Larsen
Mediacom Communications
Enterprise Networks Group
3900 26th Ave
Moline IL 61265

January 20, 2016



Enterprise Solutions Is The New Communications Provider We Offer Choices That Didn't Exist Until Now

Enterprise Business Networks provides a single integrated network solution for your voice, video, data and Internet communications. We offer data networking speeds that far exceed traditional options, and provide the foundation needed to implement all multimedia applications that are custom designed, delivered and managed to improve the productivity of your business.

Enterprise Business Networks can link your sites together with our fiber optic network, providing you with highly robust network speeds from 1 Mbps (million bits per second) up to 100 Mbps, 1,000 Mbps, OC-x and beyond! Alternatively, if you are a single location in need of high-speed access to the Internet, we can help. In either case our mission is clear: we are committed to providing you with the communications infrastructure you need to successfully meet your objectives, both now and in the future.

Businesses, schools (K-12), universities (13-20), hospitals and local governments/municipalities are among the many users of our services today. Anyone with high-speed networking requirements will benefit from our services. Why wait for the future when Enterprise Business Networks helps you realize your future today?

Company Goal:

Custom design, deliver and manage large LAN/WAN network solutions for faster and more economical bandwidth by leveraging strong fiber capacity within the local CATV fiber (HFC) infrastructure.

Enterprise Solutions is a Division of Mediacom

Overview of Proposed Services for Durand CUSD 322_

200 W South Durand IL

- The connection will be terminated with Mediacom's optical switches to be determined after network design.
- The Internet connection will be handed off by a Fast Ethernet connection.
- Mediacom will provide a managed service with remote monitoring and 24x7.
- Static IP's provided

This is a turn-key, lit solution with all equipment up to the d-mark provided by Mediacom

Enterprise Solutions is pleased to offer the Fiber solution for data communication

Managed Fiber Internet Access:

36 month agreement- Prices are before any Erate discount you may qualify for:

Bandwidth = 1000 Mbps - \$3200.00 monthly and \$0.00 installation

Note: This pricing reflects the technical information that we currently have. Any questions please contact Cory Larsen at 309-351-3930 or <u>clarsen@mediacomcc.com</u>

EXHIBIT G



Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for: <u>Pirtano Construction Co., Inc.</u>

December 15, 2015

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INVITATION TO BID

Dear Vendor:

The Board of Education of the Durand CUSD 322 invites you to submit a sealed bid for:

THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS LINKS

The enclosed bid form(s) <u>must</u> be used in submitting bid. Bid must be addressed as follows:

Durand CUSD 322

District Office

Fiber and Wireless Installation
200 W. South St.

Durand, IL 61024

Sealed bids will be received until - 1:30PM CDT, Friday, January 29, 2016.

The required contractor's Certification forms must be completed and returned with the bid.

It is the intention of the Board of Education to award the bid at the February Board Meeting. The Board of Education may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District 322 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. Any request for information shall be made to Ed Johnston, Technology Director by email at ejohnston@cusd322.org, but the response may not be used as a condition to any bid being submitted.

Sincerely,

Mr. Kurt Alberstett Superintendent

PUBLIC NOTICE

NOTICE TO BIDDERS

The Board of Education of the Durand CUSD 322 is accepting sealed bids for:

ERate FIBER OPTIC CABLE AND WIRELESS INSTALLATION

Optional Pre-proposal Conference: An optional pre-proposal conference will be held at 10AM on January 6th, 2016 in the Administrative Offices of the District. Participation by phone will be allowed. To register, please contact Ed Johnston; ejohnston@d322.org and state whether you will be participating onsite or via teleconference.

Sealed bids will be accepted until 1:30PM CDT, Friday, January 29, 2016 at the District 322 Administration Building, at which time they will be publicly opened and read in the Board Room.

Vendor registration will be available by request, please contact Ed Johnston, Technology Director at ejohnston@d322.org. To register and receive all Addenda to this RFP, please follow the directions below:

- Create an Email with Vendor Registration in the subject line
- Be sure to include contact information including:
 - Name
 - Title
 - Company
 - Phone Number
 - Email address

Direct any questions to Ed Johnston, Technology Director at ejohnston@cusd322.org. All questions must be submitted in writing.

INSTALLATION OF SCHOOL TO SCHOOL FIBER AND WIRELESS

Table 1 - RFP Schedule

RFP/Bid Issued	December 15, 2015
Pre-proposal Conference (Optional)	January 6, 2016
Final Date for Questions	January 8, 2016
Publish Addendum	January 12, 2016
Proposals Due	January 29, 2016
Decision on Vendor Finalists (short-list)	Early February, 2016
Vendor Scope Reviews and Final Pricing	February, 2016
Presentation of Estimated Recommendation to Board	February, 2016

Contract Negotiations Complete	March, 2016
Project Kick-off	April 1, 2016
Project Completion Date	TBD

INSTRUCTIONS TO BIDDERS

GENERAL

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network. Any proposed fiber and routing equipment must be exclusive to District (Transport circuits will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

The District is seeking options for bids. Respondents may bid one or many. The First option is a fully managed, lit service transport to these locations. Providers may either bid bundled transport and ISP service for these lit service circuits, bid the ISP service disaggregated from the transport circuit or provide pricing for both. The second option is for a self-provisioned dark fiber solution that includes 12 strands of fiber between the designated end points and fiber maintenance and operations for the circuit from the District to the bidder designated Internet Access Point/PoP. We have outlined one such option in this RFP.

- a. Bid(s) shall be hardcopy, signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. The District requires one original, three paper copies and one electronic copy. Unsigned bids will be rejected. Note, the original is the copy of record, an emailed electronic copy will not be considered without timely receipt of the original.
- b. Seal and deliver bid(s) to the Administration Office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All bids shall be made using the forms response areas included in this RFP document.
- The Board of Education is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid specification and installation as called for in the bid specifications.

Correspondence shall be addressed to the Director of Information Technology, Eddie Johnston.

The District may leverage E-Rate funding, for financial assistance in the procurement of some of this equipment and services.

If budgets allow, all network equipment and services herein will be procured with or without E-Rate funding.

Only vendors with an active Service Provider Identification Number (SPIN) number will be considered. To obtain a SPIN number, see http://www.usac.org/sl/service-providers/step01/default.aspx.

- g. Bids are available for inspection in the Administration Office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise the purchasing official first orally, followed by written notice (fax, email or letter), with specification of the claimed problems which must be received during regular working hours at least ten (10) days before the date set for bid opening. Upon receipt of the notice, the purchasing official will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of sixty (60) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, or telegram, or fax received by the district or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items bid shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

School District 322 requires that a current W-9 form be included with your sealed bid. This form can be found at http://www.irs.gov/pub/irs-pdf/fw9.pdf. Submit the first page of the form with a signature attached to this document with your response.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor and in compliance with 820 ILCS 130 et seq. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

It shall also be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to file a certified payroll with the Board of Education no later than the 15th day of each calendar month for the immediately preceding month. The certified payroll must be in compliance with the requirements set forth in Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775 ILCS 5/1-10 et.seq.), hereinafter "unlawful discrimination". The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, bidders shall state the delivery time for each respective item in their bids. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to a different bidder or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (3) a bidder is not a responsible bidder and should be disregarded. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in

its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND REQUIREMENTS

With the award of a dark fiber bid, within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY

A Bid Bond is not required for this project.

16. SCOPE OF WORK

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards. Collectively the work described in Attachments 8 and 9 will be referred to as "Work".

17. INSURANCE REQUIREMENTS

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board of Education:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,00
	Products-Comp/OP Agg	2,00
	Personal Injury	1,00
	Each Occurrence	1,00
	Fire Damage (Any one fire)	4
	Medical Exp. (Any one person)	
Excess Liability	Each Occurrence	2,00
	Aggregate	2,00
Automobile Liability	Bodily Injury (each occ)	1,00
	Property Damage (each occ)	1,00
Worker's Compensation	Statutory Limits	- 7,80
	Each Accident	5(
	Disease-Policy Limit	5(
	Disease-Each employee	5(

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Board of Education.

With respect to the insurance required herein, the contractor shall provide such insurance naming the Board of Education, the Board of Education's members, individually and collectively, and its administrators, officers, employees, agents, representatives, and volunteers as <u>additional named insureds</u>. The contractor shall also purchase and maintain such insurance as will protect the additional named insureds from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

It is MANDATORY that within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the Board of Education. The Certificates of Insurance shall be executed by insurance companies with AM Best financial strength rating of "A" or higher and financial size categories of "VII" or greater evidencing the required insurance coverage.

18. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members, individually and collectively, its administrators, officers, employees, agents, representatives, and volunteers from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract; or
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, and agents) or damage to or destruction of any property, including the loss of use thereof caused in whole or in part by any act, error or omissions of the contractor or any subcontractor or anyone directly or indirectly employed by any of them, or breach of this contract of the contractor; or
- C. Any breach of this contract by the contractor.

20. LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be opened or considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the Board of Education. The use of Board of Education equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

The Board of Education supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as to the percentage of recycled products in each item.

22. PAYMENT

Monthly progress payments may be submitted to the District for reimbursement based on percent complete. A partial payment not to exceed 25% may be acceptable at the time of the purchase order to cover the cost of materials. Fifteen (15%) percent of the project shall be retained for thirty (30) days after the final acceptance date.

23. MANUALS

For all items installed on the project, the successful bidder shall supply, at no cost to the Board of Education, parts list, and specification sheets for each component.

24. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and it shall be the contractor(s) requirement to obtain any necessary permits. The Board of Education will cooperate in order to expedite approvals of said permits.

25. PERSONNEL

If any person employed on the work site is, in the opinion of the Superintendent of CUSD 322, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, the contractor shall direct that person to cease work and vacate the job site immediately.

All contract personnel employed on District property are required to pass a criminal background check, statewide sex offender database check, and statewide murderer and violent offender against youth database check, as required in 105 ILCS 5/10-21.9(f).

26. SEXUAL HARASSMENT

Pursuant to the requirements of the Illinois Human Rights Act, 775 ILCS 5/2-105, the bidder shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

27. QUALIFICATIONS

Bidder must be an authorized dealer and installer of products that the bidder is bidding on. Bidder must supply a list of references of like products and installations. A reference sheet is attached.

28. TERMINATION

This contract may be terminated as follows:

- a. The Board of Education reserves the right to terminate this contract at any time without cause upon fourteen (14) days written notice to the contractor; and
- b. If either party breaches or fails to perform any of the promises set forth in this contract, then as an option but not as its sole remedy, the other party may terminate this contract. If the contractor is the terminating party, then contractor shall provide a thirty (30) day written notification to the Board of Education with an opportunity to cure. In the event the contractor breaches or fails to perform any of the provisions of this contract, the Board of Education shall have the right to terminate the contract upon written notice and without the opportunity for the contractor to cure. In such case, at the Board of Education's option, the contractor may be required to continue operation until relieved by a subsequent contractor chosen by the Board of Education, for a period of up to thirty (30) days after receipt of written notice.

If the Board of Education terminates the contract without cause, the Board of Education must pay the contractor any amounts due for work completed. If the Board of Education terminates the contract for cause, the Board of Education must only pay the contractor for the amounts due for work completed less the cost to complete the remaining work.

29. SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

30. Alternative Bids

Lit Service:

The School district must have guaranteed Lit Transport Bandwidth to this end point throughput (upload and download) of 1 gbps, upgradeable to 5 gbps with Service Level Agreement (SLA) guarantees.

The transport circuit endpoints will be from the designated school end point to the school district hub and if applicable from the school district hub to the nearest Internet access point.

Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows the District to request payment of discount portion of NRCs in the first year of service. The District may request to pay the non-discount share of special construction costs that are the responsibility of the District, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate Limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.

For lit services the following specifications shall apply:

- · Required web portal or local monitoring of all circuits
- Shared management of equipment
- · Must provide response time for outages
- Must provide 99.99% guaranteed uptime
- · There is no right to rate limit or throttle the capacity of the circuit at any time
- · Symmetirical upstream and downstream bandwidth to the required levels
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds

- Bit-Error Rate commitment <0.25% between circuit endpoints
- · Mean Time-To-Repair for outages <4 hours

As part of its response a network diagram displaying the paths to be used to serve each endpoint must be included.

Dark Fiber with Maintenance:

As an alternative, the respondent is requested to quote a 2 or a 4 strands of dark fiber between the designated locations. A diagram showing the end points of each fiber run must be included with the IRU response. The pricing response should indicate which endpoints are served with which lateral.

Price Proposal

The District is interested primarily in 2 or 4 strand lease for each location to be connected with a onetime capital cost payment for the lease of fiber combined with "all-in" recurring payments for operations and maintenance costs for the first 5 years of use of the fiber.

Respondents are encouraged to separate special construction/non-recurring charges as defined by E-rate Modernization Order 2. New fiber special construction charges as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing the District to pay the non-discount share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

The School District will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments.

Each respondent is required to complete the pricing matrix in the spreadsheet accompanying to this RFP. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

For each proposed route, respondent must offer pricing proposals for 4 fiber strands.

General Terms for Dark Fiber

The following are general terms that apply to self provisioned fiber.

Fiber Interconnection Policy

Respondents must describe any cross-connect policies and all related cross-connect fees. The Distric prefers vendors that build cross-connect costs into the initial purchase arrangement.

Colocation Space Availability

Respondents should provide detailed information on access and cross-connect policies and arrangements for power and telephone service at (interconnection address).

Meet-me Hole and Mid-Span Interconnection Splicing

It is possible that the District may want to interconnect with the dark fiber facilities at meet-me manholes or mid- span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

The District prefers to dark fiber routes that contain a homogenous fiber type throughout the segment as outlined later in this RFP. Vendors must provide information on the age, type and performance of fiber they are proposing, including a description of all applicable splice loss budgets.

Dark Fiber Maintenance

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber for at least the first 5 years of the agreement. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

Routine maintenance and inspection.

Scheduled maintenance windows and scheduling practices for planned outages,

• Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring.

· Handling of unscheduled outages and customer problem reports

 What service level agreement is included, and what alternative service levels may be available at additional cost,

What agreements are in place with applicable utilities and utility contractors for emergency restoration,

Repair of fiber breaks.

Replacement of damaged fiber,

· Replacement of fiber which no longer meets specifications,

Policies for customer notification regarding maintenance,

Process for changing procedures, including customer notification practices;

The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

31. SELECTION CRITERIA

The Board of Education will evaluate all bids based on the following rating system: Price 50%, Quality of Proposed Solution 25%, Quality of References 15%, and Completion of this document is 10%. Nonetheless, the reservations stated in Section 12 of these Instructions apply and the Board of Directors are not bound by the criteria set forth in this section. Due to E-Rate requirements, price will be the largest percentage of any rating system the District chooses to use.

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

1. ORGANIZATION: I Fiber

ADDRESS: 3100 Sycamore Road

CITY, STATE, and ZIP CODE: DeKalb, IL 60115-2828

TELEPHONE NUMBER: (815) 753-2720

CONTACT PERSON: Matthew Parks

DATE OF SERVICES: 2010 to 2014

DOLLAR AMOUNT OF THE JOB: 13,000,000.00

2. ORGANIZATION: Wide Open West

ADDRESS: 1674 Frontenac Road

CITY, STATE, and ZIP CODE: Naperville, IL 60563

TELEPHONE NUMBER: (630) 536-3153

CONTACT PERSON: Tom Jebens

DATE OF SERVICES: 2015

DOLLAR AMOUNT OF THE JOB: 1,854,162.00

REFERENCES (CONTINUED)

3. ORGANIZATION: Comcast

ADDRESS: 1500 McConnor Parkway

CITY, STATE, and ZIP CODE: Schaumburg, IL 60173

TELEPHONE NUMBER: (630) 669-2651

CONTACT PERSON: John Colucci

DATE OF SERVICES: 2015

DOLLAR AMOUNT OF THE JOB: 19,035,557.00

OFFEROR'S NAME: DOW

SIGNATURE:

DATE:

2/3/16

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>PirTano Construction Co., Inc.</u>, as part of its bid for the <u>Fiber</u> work for Durand CUSD 322, 200 W. South Street, Durand, IL 61024, of Winnebago County, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm:

PirTano Construction Co., Inc.

SPIN Number: 143048596

(Signature

Donald N. White V.P Communications
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 3rd day of February 201

NOTARY PUBLIC

OFFICIAL SEAL
DEBRA A. FINNEGAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/17/19

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

<u>PirTano Construction Co., Inc.</u>, having 25 or more employees, does hereby certify pursuant to section 3 of the <u>Illinois Drug-Free Workplace Act</u> (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the <u>Illinois Drug-Free Workplace Act</u> and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the <u>Illinois Drug-Free Workplace Act</u>.

Firm: PirTano Construction Co., Inc.

By: Wousey UL

Donald N. White V.P. Communications
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 3vd day of February , 2016

NOTARY PUBLIC

OFFICIAL SEAL
DEBRA A. FINNEGAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/17/19

CERTIFICATE REGARDING

SEXUAL HARASSMENT POLICY

PirTano Construction Co., Inc., does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: PirTano Construction Co., Inc.

Donald N. White V.P. Communications (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

3rd day of February, 2016

NOTARY PUBLIC

OFFICIAL SEAL DEBRA A. FINNEGAN NOTARY PUBLIC. STATE OF ILLINOIS My Commission Expires 4/17/19

CERTIFICATE REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

<u>PirTano Construction Co., Inc.,</u> does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: PirTano Construction Co., Inc.

By: Decial Wolliet

Donald N. White V.P. Communications
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 3rd day of February, 2016

NOTARY PUBLIC

OFFICIAL SEAL
DEBRA A. FINNEGAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/17/19

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

PirTano Construction Co., Inc. agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, then PirTano Construction Co., Inc. agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: PirTano Construction Co., Inc.

By: Doundy Ul

Donald N. White V.P. Communications
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 3rd day of February, 2016

NOTARY PUBLIC NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 4/17/19

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>PirTano Construction Co., Inc.,</u> as part of its bid for the <u>Fiber</u> work for Durand CUSD 322, 200 W. South Street, Durand, IL 61024 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: PirTano Construction Co., Inc.

(Signature

<u>Donald N. White V.P. Communications</u> (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 3vel day of February , 2016

NOTARY PUBLIC

OFFICIAL SEAL
DEBRA A. FINNEGAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/17/19

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99.999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- 3. A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.corning.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Coming website states that "SMF-28® ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a ≤ 0.04 ps/vkm PMD_Q link design specification." The School District

desires fiber with the characteristics demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

1310 nm	1300 nm	1550 nm
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.
- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.

e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule - Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate incligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media. The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

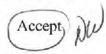
A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept NW

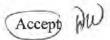
B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.



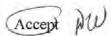
C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.



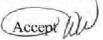
D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.



E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.



F General Debris

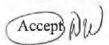
During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition

or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.



H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.



I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.



J Engineering & Easements

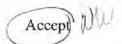
Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.



Reject with Comment

K Labor and Materials

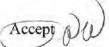
Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.



Reject with Comment

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.



Reject with comment

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.



Reject with Comment

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept DW

Reject with comment

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept

Reject with comment

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept A

Reject with comment

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

Accept

Reject with comment

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and

times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional bore, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and subducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.



Reject with Comment

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries.

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material makeup of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

- Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duet or raceway is not proposed. Other installations shall require a conduit or supporting duet (e.g., under the street, in plenum areas).
- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.
- All equipment must be clearly identified as to the owner.
- All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form

of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.

- 6. All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately sealed, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

T Standards and Code References

Accept

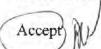
The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no

additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- T-1 American National Standards Institute (ANSI)
- T-2 Local Village and County Codes
- T-3 Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- T-4. Institute of Electrical and Electronic Engineers (IEEE)
- T-5. International Telecommunications Union (ITU)
- T-6. International Organization for Standardization (ISO)
- T-7. Internet Engineering Task Force (IETF)
- T-8. National Electric Codes (NEC®)
- T-9. National Fire Protection Association (NFPA)
- T-10. National Electronic Manufacturers Association (NEMA)
- T-11. Rural Electrification Association Standards (REA)

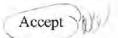


U Installation Standards for Customer Premise Equipment

- U-1 All elements of the system installation shall conform to local building codes.
- U-2 The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- U-3 The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- U-4 To the extent possible, the system shall be assembled and wired at the factory. The system shall

be tested and adjusted to the maximum extent possible before shipment.

- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- U-6 Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- U-7 The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- U-8 The bidder shall provide an acceptance checklist to be approved by the School District.



V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

The standards for all Category 6 cabling shall meet or exceed those in the following table:

Category 6 Solid Horizontal and Backbone Cable

Frequency (MHz)	Insertion Loss (dB)	NEXT (dB)	PSNEXT (dB)	ELFEXT (dB)	PSELFEXT (dB)	Return Loss (dB)
0.772	1.8	76	74	70	67	19.4
1	2	74.3	72.3	67.8	64.8	20
4	3.8	65.3	63.3	55.8	52.8	23
8	5.3	60.8	58.8	49.7	46.7	24.5
10	6	59.3	57.3	47.8	44.8	25
16	7.6	56.2	54.2	43.7	40.7	25
20	8.5	54.8	52.8	41.8	38.8	25
25	9.5	53.3	51.3	39.8	36.8	24.3
31.25	10.7	51.9	49.9	37.9	34.9	23.6
62.5	15.4	47.4	45.4	31.9	28.9	21.5
100	19.8	44.3	42.3	27.8	24.8	20.1
200	29	39.8	37.8	21.8	18.8	18
250	32.8	38.3	36.3	19.8	16.8	17.3

UL® verified for TIA/EIA 568-B electrical performance

UL® and c (UL®) listed for fire safety

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27′17.57"N, 89° 3′56.05"W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27'20.26"N, 89° 1'20.20"W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15'58.57"N, 89°14'17.15"W. Note there is an existing link from the Rock Valley College antenna at 42°19'57.32"N, 89° 0'31.61"W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20'28.20"N, 89°11'43.05"W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Durand School District 322

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor PirTano Construction Co., Inc.

Link Fiber Link from: Durand to Dakota

Technology Fiber Optic Cable

Labor \$ 514620.00

Materials \$ 110512.00

Permits \$ 1000.00 (estimated)

Spicing \$ <u>8700.00</u>

As-builts \$ <u>23780.00</u>

Annual Maintenance: \$ 0.00 the cost of annual maintenance as outlined in this proposal

Option: 4 year cost: \$ 190,000.00 per year for 4 years for all construction and non-recurring costs under Erate guidelines.

*1st payment due at completion.

Durand SD 332 Dakota Tie

2/5/2016

Project Summary

Bid item	QTY	Bid Unit Price	Total Price
Engineer	67936	0.35	23777.60
Plow	28795	2.96	85233.20
Directional Bore 1.25"	39140	8.16	319382.40
Windows & Sidewalks	1	10016.43	10016.43
Install Hand Hole 30"x48"x36"	62	1340.00	83080.00
Install Locate Post	16	204.00	3264.00
Inside Work	1	3475.00	3475.00
Install 24ct	76500	1.32	100980.00
Install Locate Wire	67936	0.22	14945.92
Install Patch Panal	1	2015.00	2015.00
Splice 12ct in Case	4	1618.00	6472.00
Splice 2 Fibers at Tie	1	1720.45	1720.45
Bond	1	4250.00	4250.00
TOTAL			658612.00

	BID
Laborer	514620.00
Material	110512.00
Permits	1000.00
Splicing	8700.00
As-Builts	23780.00
	658612.00

Durand School District 322

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor PirTano C

PirTano Construction Co., Inc.

Link

Fiber Link from: Durand to Orangeville

Technology Fiber Optic Cable

Labor

\$ 527170.00

Materials

\$ 132865.00

Permits

\$ 1000.00 (estimated)

Spicing

\$8700.00

As-builts

\$ 30850.00

Annual Maintenance: \$ 0.00 the cost of annual maintenance as outlined in this proposal

Option: 4 year cost: \$ 200,000.00 per year for 4 years for all construction and non-recurring costs under Erate guidelines.

*1st payment due at completion.

Durand SD 332 Orangeville Tie

2/5/2016

700585.00

Project Summary labor and Material

Bid item	QTY	Bid Unit Price	Total Price
Engineer	88135	0.35	30847.25
Plow	57025	2.96	168794.00
Directional Bore 1.25"	31110	8.16	253857.60
Install Hand Hole 30"x48"x36"	76	1340.00	101840.00
Install Locate Post	20	204.00	4080.00
Inside Work	1	3475.00	3475.00
Install 24ct	78500	1.32	103620.00
Install Locate Wire	88135	0.22	19389.70
Install Patch Panal	1	2015.00	2015.00
Splice 12ct in Case	4	1618.00	6472.00
Splice 2 Fibers at Tie	1	1720.45	1720.45
Bond	1	4474.00	4474.00

	BID
Laborer	527170.00
Material	132865.00
Permits	1000.00
Splicing	8700.00
As-Builts	30850.00
	700585.00

TOTAL

SCOPE OF WORK

1.) List of Services

PirTano Construction will provide all engineering construction and splicing to design, permit and construct links between the following links.

- 1.) Durand High School and Dakota High School
- 2.) Durand High School and Ifiber hand hole \$29-111 (Orangeville)

The proposed path for each route is attached. The permit fees are an estimate only. The price assumes road ROW ownership by State, County, Township or Municipality. Negotiation for access to private ROWs will be the responsibility of CUSD 322. The contract price will be renegotiated if a route change is required.

The route from Durand to Rockton was looked at and priced out. The cost for this route was double the cost of the Dakota route. The route has two major river crossings which have a potential of rock. The permits to cross these rivers would take a long time to approve. Therefore, we will not be providing a quote for this route.

2.) Building Structures

PirTano will install a 1 1/4" innerduct from the entrance to the server room in the high school.

3.) Unit Prices: See attached spread sheet

4.) Warranty

All labor & material provided in the contract will be warranted for a period of 1 year against defects on labor and material.

5.) Repairs & Maintenance

PirTano can provide routine system maintenance and emergency repair services at hourly rates. Rates can be negotiated if our bid is successful.

6.) Schedule

The following is a general schedule for the construction of the project. Delays due to inclement weather, and permits are not included in the schedule. PirTano does run multiple crews and could accelerate the schedule should delays occur. The schedule below reflects construction of the Dakota link.

Contract & Pre-construction meeting	3/1/2016
Engineer & Permit application	4/1/2016 - 5/1/2016
Permit approval	5/1/2016 - 6/1/2016
Construction	
Construction	6/1/2016 - 7/30/2016
Fiber Placement	7/25/2016 - 8/5/2016
Splicing and Testing	8/8/2016 - 8/12/2016

7.) Ownership

CUSD 322 will own all fiber optic equipment and related cabling upon acceptance of the completed installation.

8.) Turnover Documentation

PirTano will provide all required as-built documents as stated in the RFP.

(Rev. August 2013) Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)			_			17.10	Ye 7 %
PirTano Construction Company, Inc Business name/disregarded entity name, if different from above							
Check appropriate box for federal tax classification: Individual/sole proprietor Individual/sole proprietor Coorporation S Limited liability company. Enter the tax classification (C=C) Other (see instructions) ▶ Address (number, street, and apt. or suite no.) 1766 Armitage Ct City, state, and ZIP code Addison, II 60101	Corporation Partnership Corporation, S=S corporation, P=partner	Trust/estate	e	Exemption Exempt p Exemption	syse co	de (if an	y)(v
Other (see instructions)				code (if a	iny) _		
Address (number, street, and apt. or suite no.)		Requester's	name an	daddress	s (option	nal)	
1766 Armitage Ct					339		
City, state, and ZIP code							
ribalboli, in bolo							
List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN)							
nter your TIN in the appropriate box. The TIN provided must ma	atch the name given on the "Name"	line Soc	ial securi	ty numb	er	- 10	
avoid backup withholding. For individuals, this is your social si sident alien, sole proprietor, or disregarded entity, see the Part	ecurity number (SSN). However, for	a T					TI
tities, it is your employer identification number (EIN). If you do	not have a number see How to get:	.	1.3	- 1	-		1.1
on page 3.	and a manually does now to get	-		-		-	-
te. If the account is in more than one name, see the chart on p	page 4 for guidelines on whose	Emp	oloyer ide	ntificatio	n numb	er	
mber to enter.		101		TI	9191	150	
		3	6 -	3 1	7 6	6 6	7
Till Certification			-				
er penalties of perjury, I certify that:							_
he number shown on this form is my correct taxpayer identific	cation number (or I am waiting for a	number to I	be issue	d to me)	and		
am not subject to backup withholding because: (a) I am exem Service (IRS) that I am subject to backup withholding as a resul to longer subject to backup withholding, and	of from backup withholding or (b) I	barra and b.				nal Rev id me ti	venue hat I an
m a U.S. citizen or other U.S. person (defined below), and							
e FATCA code(s) entered on this form (if any) indicating that I	am exempt from FATCA reporting is	s correct.					
ification instructions. You must cross out item 2 above if you use you have failed to report all interest and dividends on you est paid, acquisition or abandonment of secured property, can rally, payments other than interest and dividends, you are not actions on page 3.	r tax return. For real estate transacti	ons, item 2	does no	t apply.	For mo	ortgage	
Signature of ULL 9 SANATA	Date >	11/	olis	5	-	4	
neral Instructions	withholding tax on foreign p	artners' shar	n of offer	fuch con	nacted i	manma	
n references are to the Internal Revenue Code unless otherwise noted.	4. Certify that FATCA cod	e(s) entered	on this for	m (if any)	inecied i	ncome, ng that	you are
 developments. The IRS has created a page on IRS.gov for information Form W-9, at www.irs.gov/w9. Information about any future development of Form W-9 (such as legislation enacted after we release it) will be post page. 	Note. If you are a U.S. perso	on and a requ	Jester alve	ss you a f er's form	form other	er than I ubstenti	Form ally
page.							

Purpose of Form

A person who is required to file an information return with the IRS must obtain your A paraon who is required to the art information return with the instituctional your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

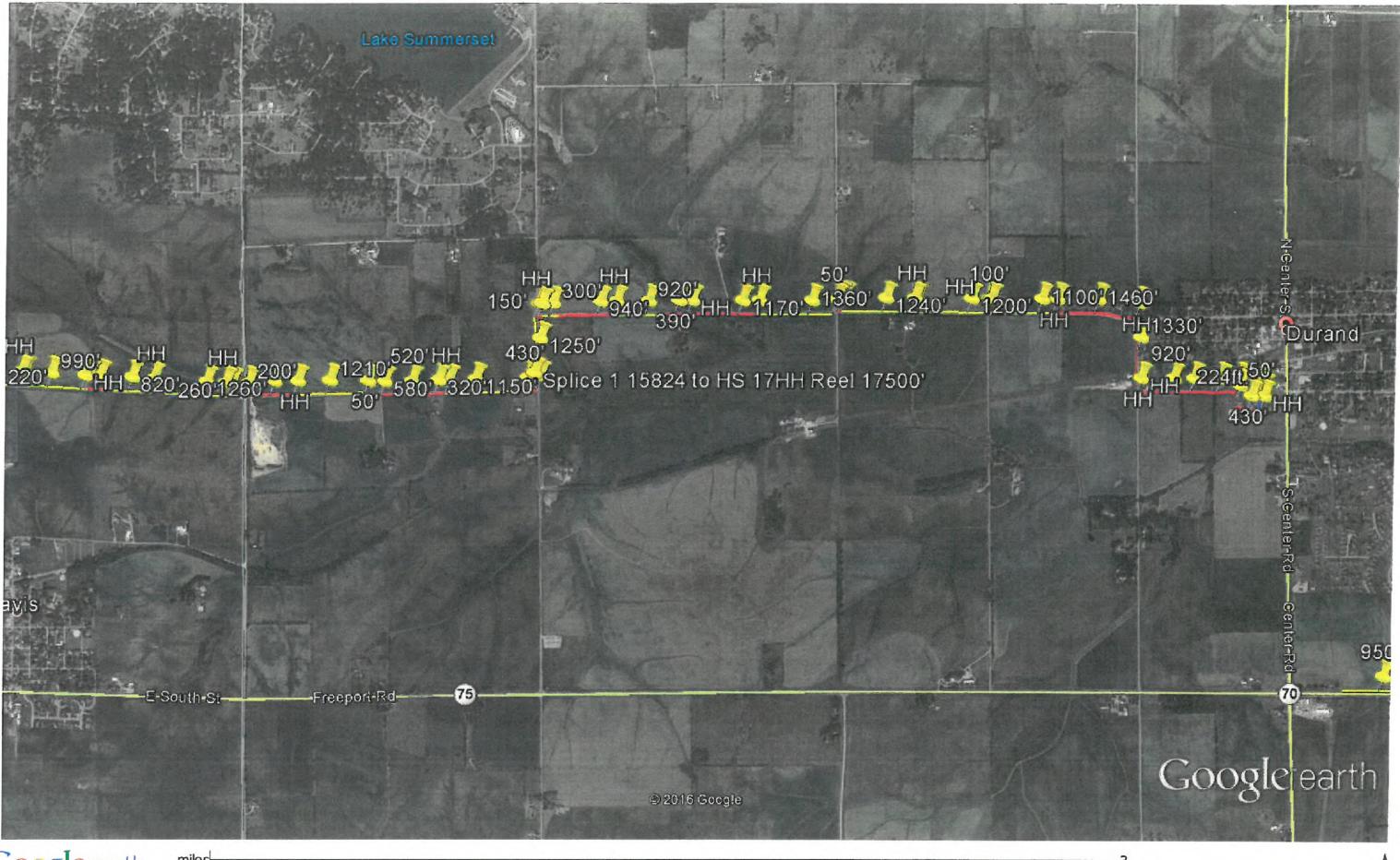
- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

ion of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An Individual who is a U.S. citizen or U.S. resident allen,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in special rules for painterships, Fatherships that conduct a nade of observes in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

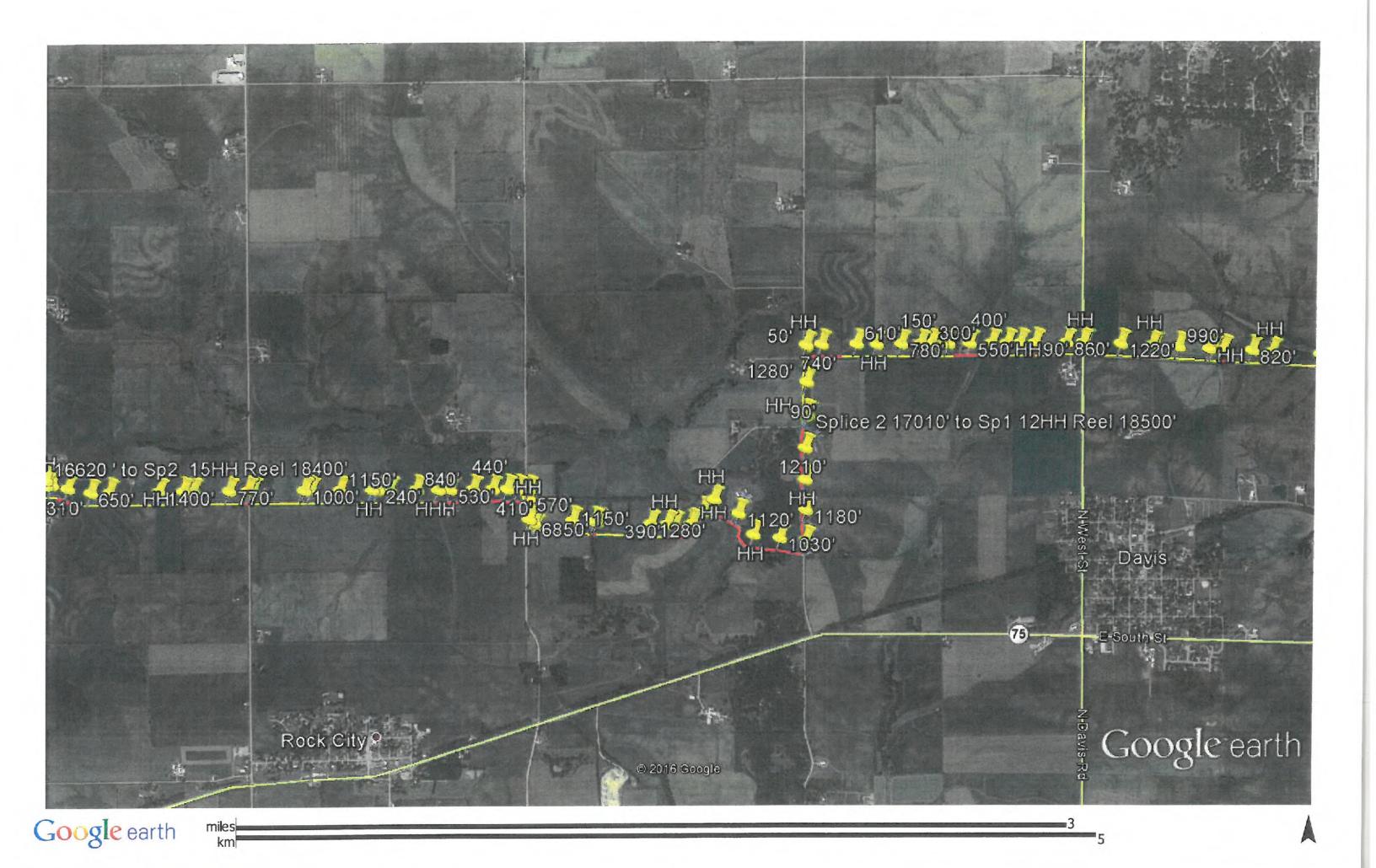
DURAND TO ORANGEVILLE FIBER ROUTE



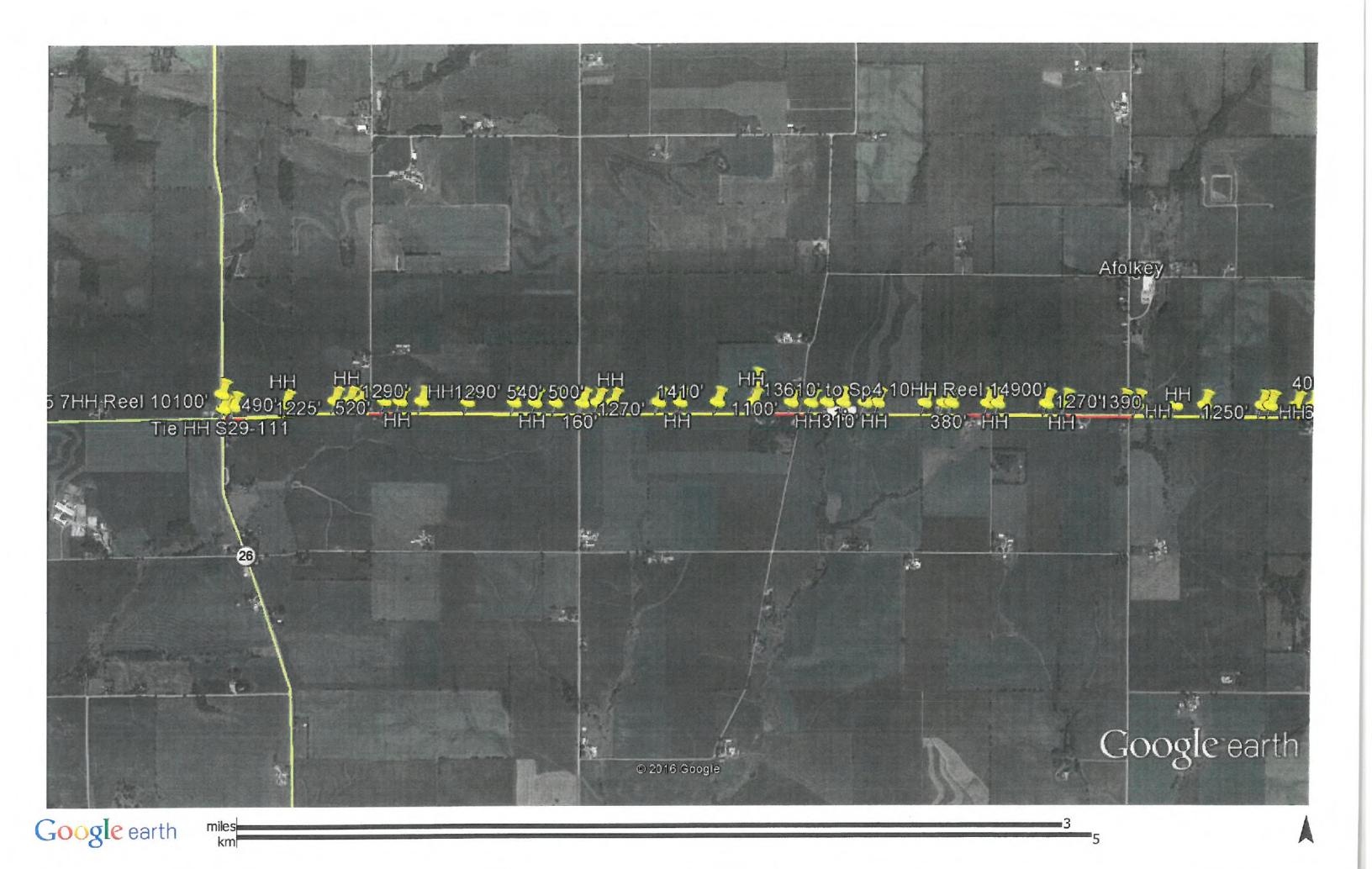
Google earth

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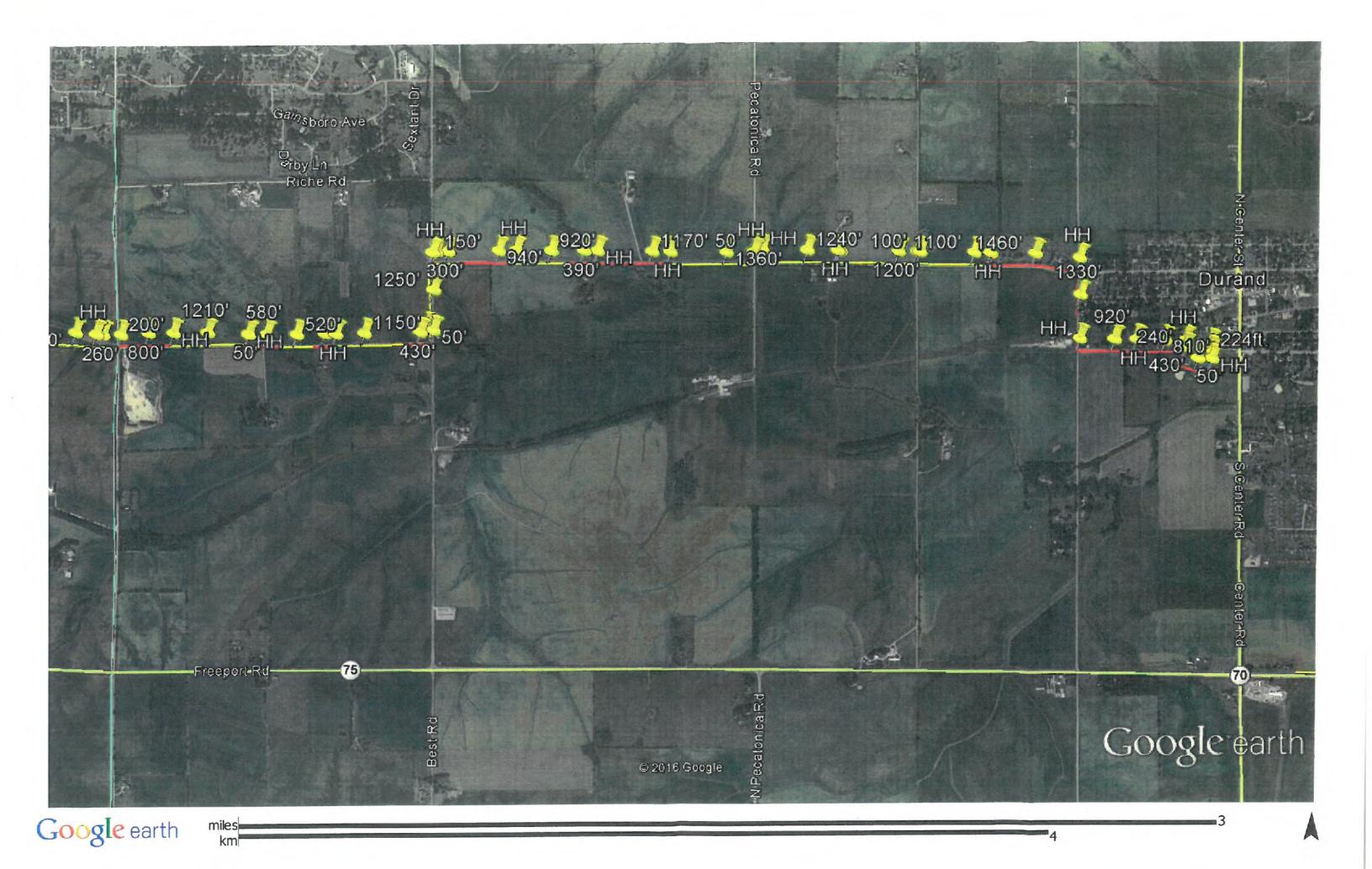
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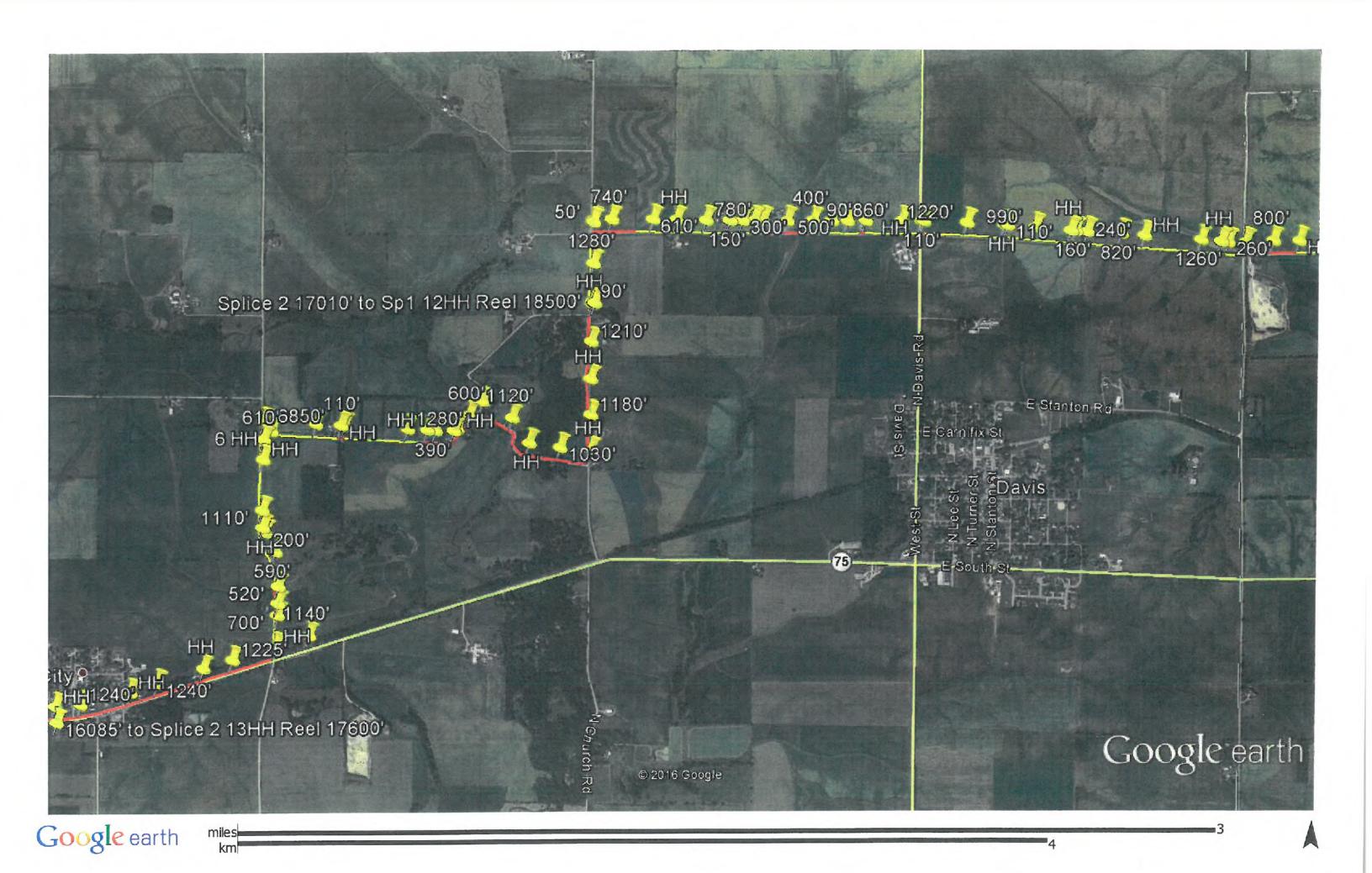






DURAND TO DAKOTA FIBER ROUTE





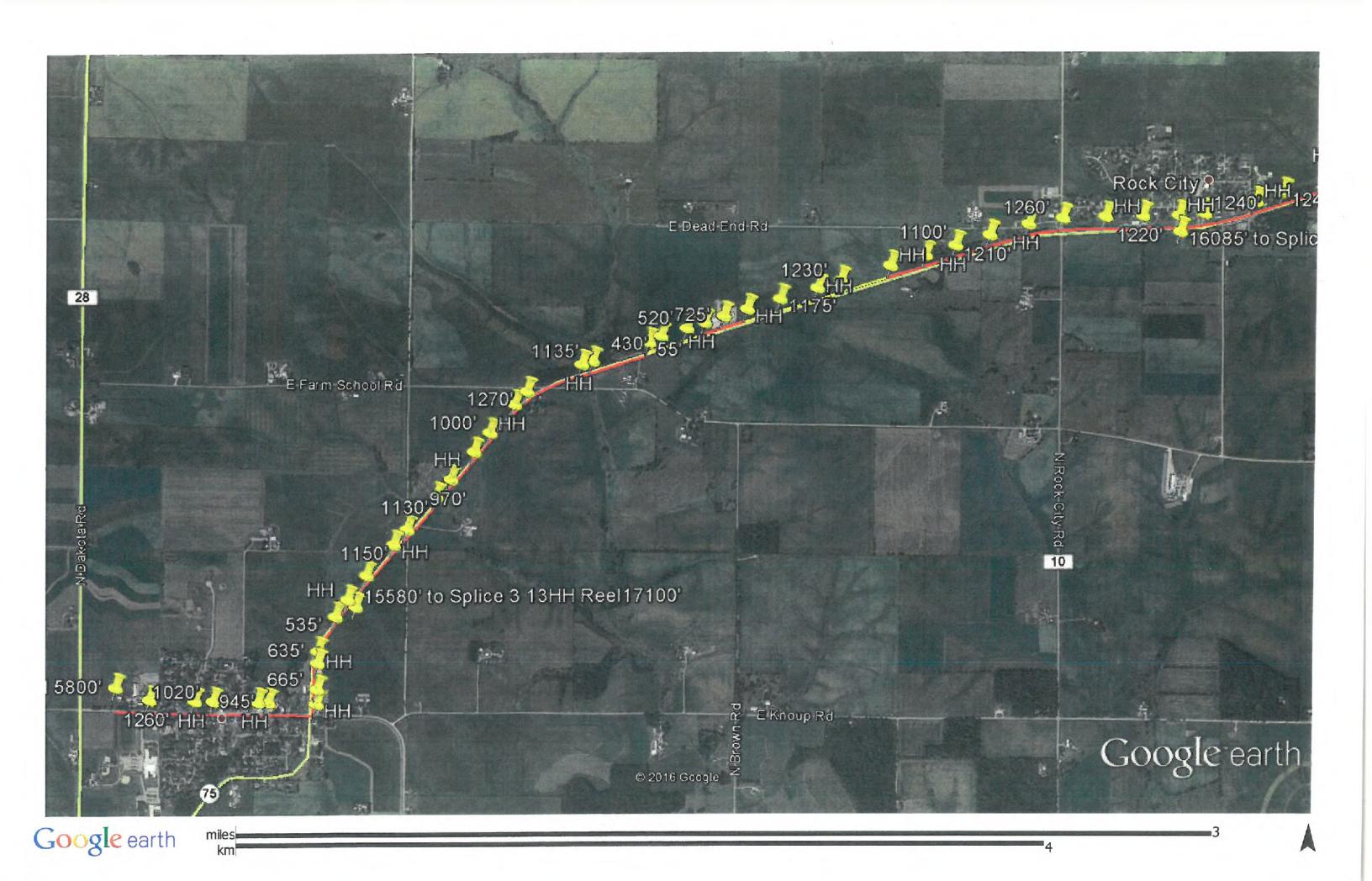


EXHIBIT H



Description of Services Ordered and Certification Form 471

FCC Form 471

Application Information

NicknameFiber DurandApplication Number161051574Funding Year2016Category of ServiceCategory 1

Billed Entity

DURAND SCHOOL DISTRICT 322 200 W SOUTH ST DURAND IL 61024 - 9403 815-248-2171

Billed Entity Number135849FCC Registration Number0010520120Applicant TypeSchool District

Contact Information

Eddie Johnston 815-248-2171

ejohnston@cusd322.org

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
ClientFirst Technology Consulting	16073083	Corona	CA	92881		mstruwing@clientfirstcg.c om

Entity Information

School District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School	NCES Code	School District Attributes	Endowment
				ID			
135849	DURAND SCHOOL DISTRICT 322	Rural				Public School District	None

Related Entity Information

Related Child School Entity - Details

BEN	Name	Urban/	State	State	NCES Code	Alternative	School Attributes	Endowment
		Rural	LEA ID	School ID		Discount		
	DURAND JUNIOR HIGH SCHOOL	Rural				None	Public School	None
1	DURAND ELEMENTARY SCHOOL	Rural				None	Public School	None
71280	DURAND HIGH SCHOOL	Rural				None	Public School	None
71281	DOLAN EDUCATION CENTER	Rural				None	Public School	None

Related Child School Entity - Discount Rate Calculation Details

BEN	Name	Urban/	Number of	Students	CEP
		Rural	Students	Count Based	Percentage
				on Estimate	
71278	DURAND JUNIOR HIGH SCHOOL	Rural	97	N/A	
71279	DURAND ELEMENTARY SCHOOL	Rural	298	N/A	
71280	DURAND HIGH SCHOOL	Rural	166	N/A	
71281	DOLAN EDUCATION CENTER	Rural	24	N/A	

Discount Rate

School District	School District	School District	School District	Category One	Category Two	Voice
Enrollment	NSLP Count	NSLP Percentage	Urban/	Discount Rate	Discount Rate	Discount Rate
			Rural Status			
585	173	30.0%	Rural	60%	60%	20%

Funding Request for FRN #1699118098

Funding Request Nickname: Fiber Install

Service Type: Data Transmission and/or Internet Access

Fiber Request Key Information

Dark Fiber, Self-Provisioned Network Yes Is this FRN supporting leased lit fiber, dark Self Provisioned

or Special Construction? fiber or self-provisioned new or existing

Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network **Special Construction**

Equipment and Maintenance & Operation?

FRN Key Information for Special Construction

Total Project Plant Route Feet 75000 **Total Strands** 12

Number of E-rate Eligible Strands 12 Average Cost per foot of outside plant \$5.93

Is state or tribal match available for this FRN? No

Does the FRN include an installment payment agreement No

for special construction charges?

Does this installment agreement No

include a balloon payment?

Agreement Information - Contract

Contract Number Account Number

Establishing FCC Form 470 160012395 Service Provider Kelso Burnett Co (SPN:

143036063)

Was an FCC Form 470 posted **Based on State Master** for the product and/or services

you are requesting?

Contract?

No

Based on a multiple award Nο **Award Date** May 24, 2016

schedule?

How many bids were received 2 for this contract?

Includes Voluntary Extensions? No

What is the service start date? July 01, 2016

Remaining Voluntary

Extensions

Total Remaining Contract

Length

What is the date your contract June 30, 2017

expires for the current term of

the contract?

Document Name	Document Description
Durand Contract KB.pdf	Design and construction contract for dark fiber
Attachment A.pdf	RFP document
Attachment B.pdf	KB RFP response
Attachment C.pdf	Fiber location plan
Attachment D.pdf	Schedule of Values

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits No publication of the specific pricing information for this contract?

Narrative

Labor, and materials for installation of fiber

Line Item # 1699118098.001

Product and Service Details

Purpose Internet access service that includes a connection from any applicant site directly to the

Internet Service Provider

Function Fiber

Type of Connection Switched Multimegabit Data Service

Bandwidth Speed

Upload Speed 1.0 Gbps **Download Speed** 1.0 Gbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools,

No

libraries and NIFs (i.e., a connection that provides a

"Wide area network")?

Is this a direct connection to a single school, No Connection Used by

library or a NIF for Internet access?

Connection Used by All buildings/ sites listed

Cost Calculation for FRN Line Item # 1699118098.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00

One-Time Cost	
One-time Unit Cost	\$454,440.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$454,440.00

Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-time Quantity	x 1
Total Eligible One-time Costs	= \$454,440.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$454,440.00
Pre-Discount Extended Eligible Line Item Cost	= \$454,440.00

Recipients of Services

BEN	Name
71278	DURAND JUNIOR HIGH SCHOOL
71279	DURAND ELEMENTARY SCHOOL
71280	DURAND HIGH SCHOOL
71281	DOLAN EDUCATION CENTER

FRN Calculation for FRN #1699118098

\$454,440.00
- \$0.00
= \$454,440.00

Total Requested Amount	
Total Pre-Discount Charges	\$454,440.00
Special Construction State/Tribal Match Percentage	
Special Construction State/Tribal Match Discount Rate*	60%
Funding Commitment Request	= \$272,664.00

Funding Request for FRN #1699123269

Funding Request Nickname: Fiber Maintenance

Service Type: Data Transmission and/or Internet Access

Fiber Request Key Information

Dark Fiber, Self-Provisioned Network Yes Is this FRN supporting leased lit fiber, dark Self Provisioned

or Special Construction? fiber or self-provisioned new or existing

fiber?

Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network

Equipment and Maintenance & Operation?

Maintenance And Operation

Agreement Information - Contract

Contract Number Account Number

Establishing FCC Form 470 160012395 **Service Provider** Kelso Burnett Co (SPN:

143036063)

Was an FCC Form 470 posted for the product and/or services

Based on State Master

Contract?

No

No

you are requesting?

Based on a multiple award May 25, 2016

schedule?

Includes Voluntary Extensions? No

Page 4

Award Date

How many bids were received 2 for this contract?

What is the service start date? July 01, 2016

Remaining Voluntary Extensions

Total Remaining Contract

Length

What is the date your contract June 30, 2017

expires for the current term of

the contract?

Document Name	Document Description
fiber maintenance 2016.pdf	maintence of fiber network KB - 1 yr

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?

Narrative

maintenance on dark fiber network

Line Item # 1699123269.001

Product and Service Details

Internet access service that includes a connection from any applicant site directly to the **Purpose**

Internet Service Provider

Function Fiber Maintenance & Operations

Type of Connection

Bandwidth Speed

Upload Speed N.A. **Download Speed** N.A.

Connection Information

Does this include firewall services? Is this a connection between eligible schools, No No

libraries and NIFs (i.e., a connection that provides a

"Wide area network")?

Is this a direct connection to a single school, No Connection Used by

library or a NIF for Internet access?

Cost Calculation for FRN Line Item # 1699123269.001

Monthly Cost		
Monthly Recurring Unit Cost	\$0.00	
Monthly Recurring Unit Ineligible Costs	- \$0.00	
Monthly Recurring Unit Eligible Costs	= \$0.00	
Monthly Quantity	x 1	
Total Monthly Eligible Recurring Costs	= \$0.00	
Months of Service	x 12	

One-Time Cost	
One-time Unit Cost	\$6,000.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$6,000.00
One-time Quantity	x 1
Total Eligible One-time Costs	= \$6,000.00
Summary	
Total Eligible Recurring Costs	\$0.00

Total Eligible Recurring Costs	= \$0.00

Total Eligible One-time Costs	+ \$6,000.00
Pre-Discount Extended Eligible	= \$6,000.00
Line Item Cost	

Recipients of Services

BEN	Name
71278	DURAND JUNIOR HIGH SCHOOL
71279	DURAND ELEMENTARY SCHOOL
71280	DURAND HIGH SCHOOL
71281	DOLAN EDUCATION CENTER

FRN Calculation for FRN #1699123269

Monthly Charges		
Total Monthly Recurring Charges	\$0.00	
Total Monthly Ineligible Charges	- \$0.00	
Total Monthly Eligible Charges	= \$0.00	
Total Number of Months of Service	x 12	
Total Eligible Pre-Discount Recurring Charges	= \$0.00	

Total Requested Amount		
Total Eligible Pre-Discount Recurring Charges	\$0.00	
Total Eligible Pre-Discount One- Time Charges	+ \$6,000.00	
Total Pre-Discount Charges	= \$6,000.00	
Discount Rate	60%	
Funding Commitment Request	= \$3,600.00	

One-Time Charges		
Total One-Time Charges	\$6,000.00	
Total Ineligible One-Time Charges	- \$0.00	
Total Eligible Pre-Discount One-Time Charges	= \$6,000.00	

Connectivity Questions

District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying $\underline{\underline{Yes}}$ Internet access on a building-by-building basis)?

Download Speed Units Mbps

Upload Speed Units Mbps

Per Entity Basis Questions

Entity Name DURAND SCHOOL DISTRICT 322 Entity Number 135849

	BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
	71278	DURAND JUNIOR HIGH SCHOOL	20.00	Mbps	20.00	Mbps	Copper	Mostly	Equipment too costly
	71279	DURAND ELEMENTARY SCHOOL	20.00	Mbps	20.00	Mbps	Copper	Mostly	Equipment too costly
ĺ	71280	DURAND HIGH SCHOOL	20.00	Mbps	20.00	Mbps	Copper	Mostly	Equipment too costly
	71281	DOLAN EDUCATION CENTER	1.50	Mbps	1.50	Mbps	Copper	Mostly	Equipment too costly

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$460,440.00
Total funding commitment request amount on this FCC Form 471	\$276,264.00
Total applicant non-discount share of the eligible amount	\$184,176.00
Total budgeted amount allocated to resources not eligible for E-rate support	\$184,176.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$368,352.00
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assited you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title: Technology Director Name: Eddie Johnston

Phone: 815-248-2171 Email: ejohnston@cusd322.org

Address: 200 W SOUTH ST DURAND IL Employer: Eddie Johnston

61024 - 9403

Certified Timestamp

26-May-2016 13:11:06 EDT

EXHIBIT I

Records / FCC Forms 471

Fiber Durand - #161051574



Summary

Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date	
Competitive Bidding	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 9:56 AM CDT	
Fiber Special Construction	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 10:34 AM CDT	
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 10:34 AM CDT	
11 - 13 of 13					

Competitive Bidding

Issue

FRN(s) 1699118098 is/are a request(s) for the type(s) of product Dark Fiber. Effective FY2016, applicants seeking support for Dark Fiber Solutions, Special Construction and/or equipment and maintenance associated with lighting dark fiber must solicit proposals for the requested services and equivalent proposals for Lit Fiber Solutions and/or Services provided over Third-Party Networks. Applicants must use an open and fair competitive bidding process that also meets the additional competitive bidding requirements for Fiber in order to determine if the requested products and/or services are the most cost effective solution. See http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx for additional information.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Please answer the following questions, check all options that apply and/or provide the documentation requested.

#	Question	Response
1	Please provide any and all amendments made to the original RFP(s)	
2	Please provide the number of bids received for each requested and equivalent type(s) of product (e.g. Dark Fiber Service # of bids received was)	Number of bids.pdf
3	Please provide complete copies of any and all bid responses received in response to the FCC Form 470(s) and RFPs associated with the requested and equivalent type(s) of products.	Kelso-Burnett - Durand CUSD Fiber-Wireless Bid - Electronic Version.pdf
4	Please provide any other bid documentation such as attendance sheets and correspondences to and from the bidding vendor(s).	
5	Please provide your bid evaluation matrix(es) created during the bidding process that was used to select your requested type(s) of products.	Durand CUSD322 Internet Service 471 matrixes.pdf
6	Please provide a description of your bid evaluation process.	Bid Evaluation Process.pdf
7	Please provide a copy of all correspondence between your entity and any service providers or consultants regarding the competitive bidding process and the application process.	Durand CUSD 322 Mail - RFP Summary Pricing - Client First Corresponding.pdf

CLOSE

#	Question	Response
8	Please provide vendor documentation supporting the requested amount(s) for the requested products and services in the above FRN(s).	Kelso-Burnett Submittal Package.pdf
9	Please provide signed and dated contract(s) and/or legally binding agreement(s) for the requested products and services in the above FRN(s).	
a	Please upload a copy of the signed and dated contract.	Durand Contract KB.pdf
b	Please upload a signed and dated copy of the State Master Contract.	

Durand School Network Proposal NIUnet	Corresponding Question			
	Please provide complete copies of any and all bid responses received in res			
Durand CUSD 322 Fiber Proposal 2016 Mediacom				
	Please provide complete copies of any and all bid responses received in res			
Durand Fiber RFP Scoring Matrix 2016-04-07.xlsx - Fiber RFP Scoring				
	Please provide your bid evaluation matrix(es) created during the bidding pr			
Durand - Wireless Links RFP Pricing 2016-02-15v4 (AA)				
	Please provide a copy of all correspondence between your entity and any s			
Durand - Fiber RFP Pricing 2016-03-02a (TJ) (2)				
	Please provide a copy of all correspondence between your entity and any s			
Kelso-Burnett added materials				
	Please provide vendor documentation supporting the requested amount(s)			
Attachment A (1)				
	Please upload a copy of the signed and dated contract			
Attachment B				
	Please upload a copy of the signed and dated contract			
Attachment C				
	Please upload a copy of the signed and dated contract			
Attachment D				
	Please upload a copy of the signed and dated contract			
Durand CUSD RFP				
	Please provide complete copies of any and all bid responses received in res			
Pirtano				
	Please provide complete copies of any and all bid responses received in res			
DURAND SCHOOL DISTRICT 322 ICN ISP Response				
	Please provide complete copies of any and all bid responses received in res			

Dark Fiber Service # of bids received was_3_. Lit Fiber Service # of bids received was _3_.

KELSO-BURNETT Co. Cable & Wireless Division



5617 Sockness Dr. - Rockford, Illinois 61109 - 815 / 874-6311 - Fax 815 / 874-3333

February 5, 2016

Mr. Kurt Alberstett 200 W. South St. Durand, IL 61024

RE: RFP FOR THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS FOR THE DURAND SCHOOL DISTRICT:

All pricing will be enclosed with the RFP for review

General conditions for Dakota to Durand:

- Kelso-Burnett's proposal is for a district owned fiber to be installed from the IFIBER /Aero hand hole location at E. Angle Rd. and N. Dakota Rd. to the Durand High School on W. South Street.
- Kelso-Burnett will provide and install 72,000' of 1.5" HDPE SDR11 pipe as requested in the RFP.
 The proposed route will run north along Dakota Rd. to E. Farm School Rd. and continue on this road to the east until we reach Patterson Rd. Kelso-Burnett will then turn north on Patterson Rd. to W. South Street turning east then ending at the Durand High School, as recommended in the RFP.
- Kelso-Burnett will provide and install 75,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.
- Kelso-Burnett will provide and install 30 hand holes along the proposed path with spacing not to exceed 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett will provide and install a fiber distribution panel in the rack at Durand High School. The
 fiber will then be terminated with SC terminations as requested in the RFP. LC-UPC terminations will be
 available as an option with no cost increase to the District.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid(-\$10,017.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district, along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$15,363.00)

 1.25" HDPE. (+\$ 5.393.00)

General Conditions for Durand to Maryville Farm Campus:

- Kelso-Burnett's option is for a District owned fiber to be installed from the District hand hole location at Patterson Rd and Farm School Rd to the Mayfield Farm Campus at 10104 Farm School Rd.
- Kelso-Burnett will provide and install 30,000' of 1.5" HDPE SDR11 HDPE as requested in the RFP. The
 proposed route will run east on Farm School Rd to the Mayfield Farm Campus.
- Kelso-Burnett will provide and install 31,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.

- Kelso-Burnett will provide and install 12 hand holes along the proposed path with spacing not to 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid.....(-\$4,015.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$6,155.00)

Wireless:

- Kelso-Burnett has partnered with Entre' Computer Solutions to provide you with a wireless solution.
- The first solution will require (3) three links to get to Rockton, IL.
- This wireless solution will be a licensed solution with the following two options:
- Link #1: Starting at Durand High School to Freeport Road Farm 1+0 link 01 500 Mbs.
 - o Option for IGB 2 0 link 01 IGB
- Link #2: Freeport Road Farm to Wagon Wheel Farm 1+0 link 02 500 Mbs.
 - o Option for IGB 2+0 link 02 IGB
- Link #3: Wagon Wheel Farm to Rockton Communications Tower 1+0 link 03 500 Mbs.
 - o Option for IGB 210 link 03 IGB
- The second solution will require (1) one link to get to Mayfield Farm Campus.
- This wireless solution will be a licensed solution with the following:
- Link #4: Starting at the Wagon Wheel Farm to the Maryville Farm Center 0+1 link 04 500 Mbs.

Engineering/As Built drawing Fees:

- Kelso-Burnett will apply to the appropriate AHJ (authority having jurisdiction) for the permits of the conceptual route in the RFQ. Any required fees for permits will be paid for by Kelso-Burnett.
- Brad Brown P.E. will draw all permit drawings; survey the completed route electronically for shape files to be imported to any electronic maps for locating, and complete as build drawings for any work preformed.
 All drawings will be submitted to Durand School District to complete the project.

Assumptions:

- No programming of any network electronics will be included on this quote.
- Network electronics, servers or software are not included in this Scope of Work.
- All material distances are estimated for the duct and fiber for bidding. Final lengths will be determined after award for the project and are included with this proposal.
- USAC SPIN # 143036063 for Kelso-Burnett Co.
- Kelso-Burnett Co. will contact JULIE to locate all utilities before construction begins.
- It is the customer's responsibility to locate all privately owned utilities, i.e., flood and parking lot lighting, septic fields, well heads, irrigation lines, etc.
- Kelso-Burnett is not responsible for any damage caused to non-located cables, conduits, waterlines, electrical services or any other underground utility during the directional boring process.
- If Kelso-Burnett is required to cease operation due to fractures of non-located utilities, Kelso-Burnett reserves
 the right to recover all direct and indirect job cost associated with the interruption of work flow, including
 equipment rentals.

Terms and Conditions:

- All work will be completed during normal business hours 7:00 AM to 3:30 PM.
- All materials and labor are guaranteed for one year.
- · Pricing is valid for 90 days.
- Billing will occur when the project is complete. Payment is required within 30 days of billing.

Thank you for the opportunity to work with you on this project. Any additions or changes to this project must be approved through you in writing in a change order agreement. No agreements with our installation crew will be recognized. If you have any questions please contact me at (815) 378-6137.

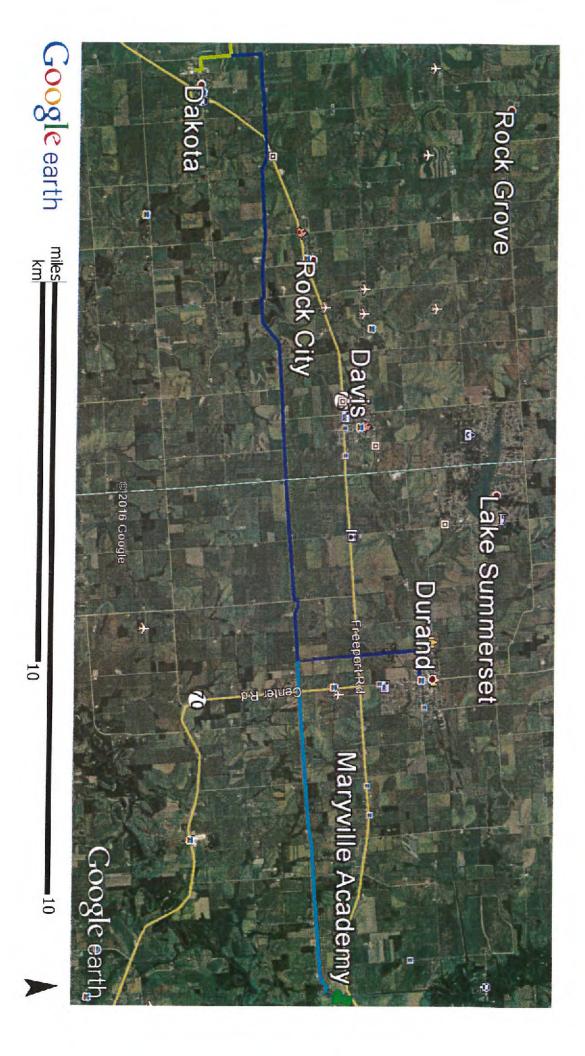
Respectfully,

Scott Nailor

Project Manager

Kelso-Burnett Co.

snailor@kelso-burnett.com





Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for: Kelso-Burnett Co./AERO/Entre'

February 5, 2016

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

ORGANIZATION:	in indicate the first time of the control of the co
ADDRESS:	2280 Bethany Road
CITY, STATE, and ZIP CO	DDE: DeKalb, IL 60115
TELEPHONE NUMBER:	815-753-7220
CONTACT PERSON: _	Herb Kuryliw
DATE OF SERVICES:	1994 to Present
DOLLAR AMOUNT OF TH	
ORGANIZATION:	
ORGANIZATION:	Community Unit School District 300
ORGANIZATION: ADDRESS:	Community Unit School District 300 300 Cleveland Avenue
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP (Community Unit School District 300 300 Cleveland Avenue CODE: Carpentersville, IL 60110
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP (TELEPHONE NUMBER	Community Unit School District 300 300 Cleveland Avenue CODE: Carpentersville, IL 60110 847-659-6186 Jayce Bolhous

REFERENCES (CONTINUED)

3.	ORGANIZATION:	Swedish American Hospital
	ADDRESS:	1401 East State Street
	CITY, STATE, and ZIP CODE:	Rockford, IL 61104
	TELEPHONE NUMBER:	815-489-4743
	CONTACT PERSON:	Terry Bainter
	DATE OF SERVICES:	Multiple, 1994 to present
	DOLLAR AMOUNT OF THE JOB:	\$4,300,000.00

OFFEROR'S N	AME: David Raasch - Vice President	
SIGNATURE:	The Course	
DATE:	February 5, 2016	

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u>, as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD #322, 200 W. South Street, Durand, IL 61024, of Winnebago County, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm:

Kelso-Burnett Co.

SPIN Number: 143036063

-/

(Signature)

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

TO June 1 o D Live

OFFICIAL SEAL MARGI C FORSS

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:01/13/20

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Kelso-Burnett Co., having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: Kelso-Burnett Co.

y: / May

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

NOTARY PUBLIC

OFFICIAL SEAL MARGI C FORSS

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/13/20

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

Kelso-Burnett Co. does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: Kelso-Burnett Co.

Sy: (Signature

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

······

ATTACHMENT 5

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

<u>Kelso-Burnett Co.</u> does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Kelso-Burnett Co.

y/ Min

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

OFFICIAL SEAL MARGI C FORSS

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/13/20

ATTACHMENT 6

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

<u>Kelso-Burnett Co.</u> agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, then <u>Kelso-Burnett Co.</u> agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Kelso-Burnett Co.

By:

David Raasch. Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Marga

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/13/20

ATTACHMENT 7

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u> as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD 322, 200 W. South Street, Durand, IL 61024 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Kelso-Burnett Co.

(Signature)

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Margi Cfor

OFFICIAL SEAL MARGI C FORSS

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/13/20 (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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3. Lam	a U.S. citizen or other U.S. person (defined below); and										
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		 Form 1099-C (canceled 									
as legisla	Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation Note, For a single-member LLC that is disregarded, do not check L the tax classification of the single-member owner. Other (see instructions) ▶ 5 Address (number, street, and apt. or suite no.) 5200 Newport Drive 6 City, state, and ZIP code Rolling Meadows, IL 60008 7 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the backup withholding. For individuals, this is generally your social security resident alien, sole proprietor, or disregarded entity, see the Part I instructions in the account is in more than one name, see the instructions for I guidelines on whose number to enter. Part II Certification Inder penalities of perjury, I certify that: The number shown on this form is my correct taxpayer identification on longer subject to backup withholding because: (a) I am exempt from Service (IRS) that I am subject to backup withholding; and I am not subject to backup withholding because: (a) I am exempt from Service (IRS) that I am subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from the property of	 Form 1099-A (acquisitio 				100					
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4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

• Form 1099-DIV (dividends, including those from stocks or mutual funds) . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) . Form 1099-B (stock or mutual fund sales and certain other transactions by

Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)

rokers)

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99,999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.coming.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28" ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District desires fiber with the characteristics

demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	1300 nm	1550 nm
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.

- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.
- e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept-YES

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept-YES

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept-YES

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept-YES

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept-YES

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept-YES

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept -YES

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept-YES

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept-YES

Reject with Comment -NO

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.

Accept-YES

Reject with Comment-NO

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept-YES

Reject with comment-NO

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept-YES

Reject with Comment-NO

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept-YES

Reject with comment-NO

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept-YES

Reject with comment-NO

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept-YES

Reject with comment-NO

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional borc, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and sub-ducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept-YES

Reject with Comment-NO

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries.

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

 Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).

- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.
- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately scaled, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept-YES

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- T-1 American National Standards Institute (ANSI)
- T-2 Local Village and County Codes
- T-3 Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- T-4. Institute of Electrical and Electronic Engineers (IEEE)
- T-5. International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- T-7. Internet Engineering Task Force (IETF)
- T-8. National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- T-10. National Electronic Manufacturers Association (NEMA)
- T-11. Rural Electrification Association Standards (REA)

Accept-YES

U Installation Standards for Customer Premise Equipment

- U-1 All elements of the system installation shall conform to local building codes.
- U-2 The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- U-3 The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- U-4 To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- U-6 Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- U-7 The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- U-8 The bidder shall provide an acceptance checklist to be approved by the School District.

Accept-YES

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



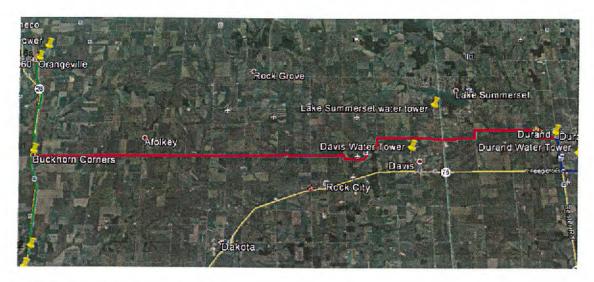
Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27'17.57"N, 89° 3'56.05"W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27'20.26"N, 89° 1'20.20"W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15'58.57"N, 89°14'17.15"W. Note there is an existing link from the Rock Valley College antenna at 42°19'57.32"N, 89° 0'31.61"W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20'28.20"N, 89°11'43.05"W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12 - Base Bid

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Base Bid 1.5" Duct with 12 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials \$ 100,955.00

Permits <u>\$ 200.00</u> (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total \$ 454,440.00

Installment Payment Option:

- Down Payment: \$ 90,888.00 (20% of total)
- 4 year cost: \$\frac{112,754.28}{\text{per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #1

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #1 Base Bid 1.25" Duct with 12 SMF

Link

Fiber Link from Dakota-Angle Road to Durand

Technology

Fiber Optic Cable

Labor

\$ 342,010.00

Materials

\$ 90,938.00

Permits

<u>S 200.00</u> (estimated)

Splicing

\$ 8,475.00

As-builts

\$ 2,800.00

Total

\$ 444,423.00

Installment Payment Option:

- Down Payment: \$ 88.884.60 (20% of total)
- 4 year cost: \$ 110,268.84 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #2

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #2 - With Aero Option for Maintenance 1.5" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials <u>S</u> 116,318.00

Permits \$ 200.00 (estimated)

Splicing <u>\$</u> 8.475.00

As-builts \$ 2,800.00

Total <u>\$ 469,803.00</u>

Installment Payment Option:

- Down Payment: \$ 93,960.60 (20% of total)
- 4 year costS <u>116.565.96</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #3

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #3 - With Aero Option for Maintenance 1.25" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor \$ 342,010.00

Materials <u>\$ 106,348.00</u>

Permits S 200.00 (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total <u>\$ 459,833.00</u>

Installment Payment Option:

- Down Payment: \$ 91,966.60.00 (20% of total)
- 4 year cost: \$\frac{114,092.28}{\text{per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S _-0- the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor k	Kelso-Burnett	Co. Basebid 1.5" Duct for 12 SMF				
Link	Fiber Link	from Patterson Road & Farm School to Maryville Academy				
Technology	Fiber Optic Cable					
	Labor	\$152,020.00				
	Materials	\$41,112.00				
	Permits	\$				
	Splicing	\$3,725.00				
	As-builts	\$				
	Total	\$199,857.00				

Installment Payment Option:

- Down Payment: \$ 39,971.40 (20% of total)
- 4 year cost: \$ 49,587.72 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3
January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor Kelso-Burnett Co. Option #1 - 1.25" Duct for 12 SMF

Link Fiber Link from Patterson Road & Farm School to Maryville Academy

Technology Fiber Optic Cable

Labor \$ ____152,020.00

Materials \$____37,097.00

Permits \$ 200.00 (estimated)

Splicing \$ 3,725.00

As-builts \$ 2,800.00

Total \$ 195,842.00

Installment Payment Option:

- Down Payment: \$ 39,168.40 (20% of total)
- 4 year cost: \$ 48,591.60 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor K	Celso-Burnett	Co.	Option #2 with	h Aero for Maintenance	1.5" Duct for	
Link	Fiber Link	from Pa	itterson Road &	Farm School to Maryvi	lle Academy	
Technology	Fiber Optic Cable					
	Labor	\$_	152,020.00			
	Materials	\$	47,267.00			
	Permits	S	200.00	(estimated)		
	Splicing	\$	3,725.00			
	As-builts	\$	2,800.00			
	Total	\$	206,012.00			

Installment Payment Option:

- Down Payment: \$ 41,202.40 (20% of total)
- 4 year cost: S <u>51,114.84</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0-_ the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

	Celso-Burnett		Option #5 with	Aero for Maintenance 1.25" Duct for		
Link	Fiber Link	from Pa	itterson Road &	Farm School to Maryville Academy		
Technology	Fiber Optic Cable					
	Labor	\$_	152,020.00			
	Materials	\$	43,255.00			
	Permits	\$	200.00	(estimated)		
	Splicing	\$	3,725.00			
	As-builts	\$	2,800.00			
	Total	\$	201,700.00			

Installment Payment Option:

- Down Payment: \$ 40,340.00 (20% of total)
- 4 year cost: \$ _50,045.16 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor	Kelso-B	urnet	tt Co.	
Link	Wireless link	c fror	n Durand High School	to Freeport Road Farm
Technology	Wireless 500	Mb _l	ps Service	
	Labor	\$_	18,250.00	
	Materials	\$_	26,500.00	
	Tower rental	\$	N/A	
	Permits	\$	2,500.00	(estimated including licensing)
	remits	Ψ		(1111111111111111111111111111111111
	As-builts	\$_	2,800.00	
Option: 5 yea	As-builts ar cost: \$N		Al Control of the Con	
	As-builts ar cost: \$N	\$_	2,800.00	
	As-builts ar cost: \$N	\$_ /A	per year for 5 year	
	As-builts ar cost: \$ N 1GB Option Labor	\$_ /A \$_	2,800.00 per year for 5 year	
	As-builts ar cost: \$ N 1GB Option Labor Materials	\$_ /A \$_ \$_	2,800.00 per year for 5 year	

Other Wirele	ess Location	
Contractor	_Kelso-Burr	nett Co
Link	Wireless link	from Freeport Rd Farm to Wagon Wheel Farm
Technology	Wireless 500	Mbps Service
	Labor	\$ 21,600.00
	Materials	\$_31,500.00
	Tower rental	\$1,800.00 For 5 Years
	Permits	\$_1,800.00 (estimated including licensing)
	As-builts	\$ <u>2,800.00</u>
Option: 5 yes	ar cost: \$ <u>N//</u>	per year for 5 years
OPTIONAL:	1GB Option	
	Labor	\$21,600.00
	Materials	\$40,800.00
	Tower rental	S1,800.00 for 5 years
	Permits	\$1,800.00 (estimated including licensing)
	As-builts	\$ <u>2,800.00</u>

Option: 5 year cost: \$ N/A per year for 5 years

Page 34

Other Wireless Location

Contractor	Kelso-Bur	nett (Co	
Link	Wireless link	c from	m Wagon Wheel Farm_to	Rockton Comms Tower
Technology	Wireless 500) Mb	ps Service	
	Labor	\$_	14,400.00	
	Materials	S _	25,000.00	
	Tower rental	\$_	1,800.00 5 Years	
	Permits	\$_	1,800.00	(estimated including licensing)
	As-builts	S	2,800.00	
	ar cost: \$ <u>N/.</u> 1GB Option	<u>A</u>	per year for 5 year	S.
OPTIONAL:				
	Labor	\$_	14,400.00	
	Materials	\$	33,500.00	
	Tower rental	\$_	1,800.00 5 Years	
	Permits	\$	1,800.00	(estimated including licensing)
	As-builts	\$	2,800.00	
Option: 5 yea	r cost: \$ <u>N/</u>	<u>'A</u>	per year for 5 years	

Other Wireless Location

Contractor	_Kelso-Burn	ett Co	
Link	Wireless link	from Wagon Wheel	to Dolan Center
Technology	Wireless 500	Mbps Service	
	Labor	\$18,250.00_	
	Materials	\$27,000.00	
	Tower rental	\$1,800.00	
	Permits	\$_2,450.00	(estimated including licensing)
	As-builts	\$2,800.00	

Option: 5 year cost: \$_N/A ___ per year for 5 years.

		Durand CUSD 322 4	71 Scores		
Vendor	Price per month(out of 10	Price per MB(out of 10	Completenes and Accuracy (out of 1	Total (out of 30)	
NIUnet	10	10	10	30	
Mediacom	7	8	8	23	
ICN	5	6	8	19	
NIUnet					
Bandwidth	One-Time Costs	Yearly	iFiber Yearly	3 Year Total	Cost Per MB
1 Gb	\$11,616.00	\$24,000.00	\$7,200.00	\$105,216.00	\$2.92
Mediacom					
Bandwidth	One-Time Costs	Yearly	iFiber Yearly	3 Year Total	Cost Per MB
1 Gb	\$0.00	\$38,400.00	\$0.00	\$115,200.00	\$3.20
ICN					
Bandwidth	One-Time Costs	Yearly	iFiber Yearly	3 Year Total	Cost Per MB
1 Gb	\$0.00	\$51,300.00	\$0.00	\$153,900.00	\$4.28

Bid Evaluation Process Durand CUSD #322

Durand School CUSD #322 200 W South St Durand, IL 61024

Durand School District evaluated proposed bids based on the quality of the solution, quality of references, completeness of documentation, and overall bid price. One of the three bids offered a wireless solution. This solution would cap us at 500 Mbps down/up speeds. With the amount of students, staff, and devices, we felt this speed would not be sufficient. The district came to this conclusion by assigning 1Mbps per user. Also, the life expectancy of wireless radios range from about 7-10 years, whereas, fiber's life spans about 20-25 years with a larger "ceiling" to expand our bandwidth.

Eliminating the wireless radio proposed bid, we took a look at the fiber options. Checking with Kelso-Burnett's and Pirtano's client references, we felt both satisfied the district's quality of business review. Pirtano, as well as, Kelso-Burnett provided ample documentation and completeness of the RFP. With the help of our E-Rate consultants, Client First Consulting Group, we determined Kelso-Burnett's and Pirtano's bids provided minimal impact to the environment, brought the dark fiber directly to our point of hardware, and would deliver the fiber with an efficient physical route.

Finally, we decided to go with Kelso-Burnett as they scored the highest in our evaluation. Their price came in much lower than the competing bids, which ultimately was the deciding factor.

Thanks,
Eddie Johnston
Technology Director
Durand Schools CUSD #322



Eddie Johnston <ejohnston@cusd322.org>

RFP Summary Pricing

18 messages

Tom Jakobsen <tjakobsen@clientfirstcg.com>

Wed, Mar 2, 2016 at 1:32 PM

To: Eddie Johnston <ejohnston@cusd322.org>, "mleskowich@cusd322.org" <mleskowich@cusd322.org>, Kurt Alberstett <kalberstett@cusd322.org>

Cc: Aaron Ayala <aayala@clientfirstcg.com>

Attached are pricing summaries for our discussion this afternoon.

We'll walk you through the options & then decide on next steps.

Tom Jakobsen, Senior Partner



www.ClientFirstCG.com

Direct (815) 222-3441 | tjakobsen@clientfirstcg.com

CA (951) 739-7989 | **IL** (847) 598-0345 | **NC** (919) 883-4223 | Fax (888) 478-0495

2 attachments



Durand - Fiber RFP Pricing 2016-03-02a (TJ).xlsx



Durand - Wireless Links RFP Pricing 2016-02-15v4 (AA).xlsx 60K

Eddie Johnston <ejohnston@cusd322.org>

Thu, Mar 3, 2016 at 11:22 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com>

Cc: "mleskowich@cusd322.org" <mleskowich@cusd322.org>, Kurt Alberstett <kalberstett@cusd322.org>, Aaron Ayala <aayala@clientfirstcg.com>

Tom,

As far as contacting the vendors (MNW, Pirtano, Kelso), is that something we should do or hold off until we have the 470 filed?

Thanks,

Eddie

[Quoted text hidden]

_

Eddie Johnston Technology Director Durand CUSD #322 815-248-2171 ext 131 ejohnston@cusd322.org Tom Jakobsen <tjakobsen@clientfirstcg.com>

Thu, Mar 3, 2016 at 11:24 AM

To: Eddie Johnston <ejohnston@cusd322.org>

Cc: "mleskowich@cusd322.org" <mleskowich@cusd322.org>, Kurt Alberstett <kalberstett@cusd322.org>, Aaron Ayala <aayala@clientfirstcg.com>

I told Kelso yesterday they are the "preferred vendor".

We need to hold off on the others until we finalize. Something beyond our control might change our direction....never know!

Tom Jakobsen

Senior Partner | CLIENTFIRST Technology Consulting | 815.222.3441 | www.ClientFirstCG.com

From: Eddie Johnston [mailto:ejohnston@cusd322.org]

Sent: Thursday, March 03, 2016 11:23 AM

To: Tom Jakobsen

Cc: mleskowich@cusd322.org; Kurt Alberstett; Aaron Ayala

Subject: Re: RFP Summary Pricing

[Quoted text hidden]

Eddie Johnston <ejohnston@cusd322.org>

Thu, Mar 3, 2016 at 11:25 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com>

Cc: "mleskowich@cusd322.org" <mleskowich@cusd322.org>, Kurt Alberstett <kalberstett@cusd322.org>, Aaron Ayala <aayala@clientfirstcg.com>

Thanks Tom for contacting Kelso.

[Quoted text hidden]

Tom Jakobsen <tjakobsen@clientfirstcg.com>

Thu, Mar 3, 2016 at 11:30 AM

To: Eddie Johnston <ejohnston@cusd322.org>

Cc: "mleskowich@cusd322.org" <mleskowich@cusd322.org>, Kurt Alberstett <kalberstett@cusd322.org>, Aaron Ayala <aayala@clientfirstcg.com>

No problem – also told them we were not interested in the Arrow option & not to spend any time on it.

Tom Jakobsen

Senior Partner | CLIENTFIRST Technology Consulting | 815.222.3441 | www.ClientFirstCG.com

From: Eddie Johnston [mailto:ejohnston@cusd322.org]

Sent: Thursday, March 03, 2016 11:26 AM

[Quoted text hidden]

[Quoted text hidden]

Eddie Johnston <eiohnston@cusd322.org> To: Bill Damon
 bdamon@cusd322.org>

Mon, Mar 14, 2016 at 1:30 PM

Bill,

I apologize. It looks like you were not originally sent these summaries. I will stop in just a moment to go over these numbers with you.

Thanks, Eddie

[Quoted text hidden]

Eddie Johnston Technology Director Durand CUSD #322 815-248-2171 ext 131 ejohnston@cusd322.org

2 attachments



Durand - Fiber RFP Pricing 2016-03-02a (TJ).xlsx



Durand - Wireless Links RFP Pricing 2016-02-15v4 (AA).xlsx 60K

Eddie Johnston <ejohnston@cusd322.org> To: Tom Jakobsen <tjakobsen@clientfirstcg.com> Thu, Apr 7, 2016 at 9:04 AM

Tom.

It was requested last night to get the scoring matrix for the Fiber comparisons. I have the price summaries you had sent, but I am just checking if we had any scoring documents? If not, I can see if this will suffice.

Thanks, Eddie

On Wed, Mar 2, 2016 at 1:32 PM, Tom Jakobsen <tjakobsen@clientfirstcg.com> wrote: [Quoted text hidden]

Eddie Johnston Technology Director Durand CUSD #322 815-248-2171 ext 131 ejohnston@cusd322.org

Tom Jakobsen <tjakobsen@clientfirstcg.com> To: Eddie Johnston <ejohnston@cusd322.org> Cc: Aaron Ayala <aayala@clientfirstcg.com>

Thu, Apr 7, 2016 at 9:42 AM

Actually, we didn't do a scoring matrix (we need to).

We used a construction bid analysis method – we took the lowest price response and determined if they were a responsible bidder & could do the work. Once we determined their bid was complete, we discussed the results with the District.

From: Eddie Johnston [mailto:ejohnston@cusd322.org]

Sent: Thursday, April 7, 2016 7:04 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com>

Subject: Re: RFP Summary Pricing

Tom,

[Quoted text hidden] [Quoted text hidden]

Eddie Johnston <ejohnston@cusd322.org>

Thu, Apr 7, 2016 at 9:44 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com> Cc: Aaron Ayala <aayala@clientfirstcg.com>

Tom,

Let me know if it is possible to get a scoring matrix done for the Monday board meeting. If there is anything I can do to expedite the process, keep me posted.

Thanks, Eddie

[Quoted text hidden]

Tom Jakobsen <tjakobsen@clientfirstcg.com>

Thu, Apr 7, 2016 at 9:56 AM

To: Eddie Johnston <ejohnston@cusd322.org> Cc: Aaron Ayala <aayala@clientfirstcg.com>

Sure, Aaron will be happy to do it!

(smile).

From: Eddie Johnston [mailto:ejohnston@cusd322.org]

Sent: Thursday, April 7, 2016 7:45 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com> **Cc:** Aaron Ayala <aayala@clientfirstcg.com>

[Quoted text hidden]

[Quoted text hidden]

Eddie Johnston <ejohnston@cusd322.org>

To: Tom Jakobsen <tjakobsen@clientfirstcg.com>
Cc: Aaron Ayala <aayala@clientfirstcg.com>

Sorry Aaron! Keeping the SB president happy...

[Quoted text hidden]

Thu, Apr 7, 2016 at 9:57 AM

Tom Jakobsen <tjakobsen@clientfirstcg.com>

To: Eddie Johnston <ejohnston@cusd322.org>

Cc: Aaron Ayala <aayala@clientfirstcg.com>

Thu, Apr 7, 2016 at 9:58 AM

Always a good thing!

From: Eddie Johnston [mailto:ejohnston@cusd322.org]

Sent: Thursday, April 7, 2016 7:58 AM

[Quoted text hidden]

[Quoted text hidden]

Aaron Ayala <aayala@clientfirstcg.com>

Thu, Apr 7, 2016 at 10:29 AM

To: Tom Jakobsen <tjakobsen@clientfirstcg.com>, Eddie Johnston <ejohnston@cusd322.org>

No problem Eddie.

Will get these created and out to you asap.

Who are the scorers for these two RFP's?

Thanks,

Aaron Ayala, Senior Consultant

CLIENT FIRST Technology Consulting

Office (951) 739-7989 x2500

1181 California Avenue, Suite 170, Corona, CA 92881

From: Tom Jakobsen

Sent: Thursday, April 7, 2016 7:58 AM

To: Eddie Johnston Cc: Aaron Ayala

Subject: RE: RFP Summary Pricing

[Quoted text hidden]

Eddie Johnston <ejohnston@cusd322.org>

To: Aaron Ayala <aayala@clientfirstcg.com>

As in who will do the scoring here?

[Quoted text hidden]

Aaron Ayala <aayala@clientfirstcg.com>

To: "ejohnston@cusd322.org" <ejohnston@cusd322.org>

Thu, Apr 7, 2016 at 10:33 AM

Thu, Apr 7, 2016 at 10:32 AM

Yes please.

Get Outlook for Android

From: Eddie Johnston

Sent: Thursday, April 7, 8:32 AM Subject: Re: RFP Summary Pricing

To: Aaron Ayala

As in who will do the scoring here?

On Thu, Apr 7, 2016 at 10:29 AM, Aaron Ayala <aayala@clientfirstcg.com> wrote:

No problem Eddie.

Will get these created and out to you asap.

Who are the scorers for these two RFP's?

Thanks.

Aaron Ayala, Senior Consultant

ClientFirst Technology Consulting

Office (951) 739-7989 x2500

1181 California Avenue, Suite 170, Corona, CA 92881

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden] [Quoted text hidden]

[Quoted text hidden]



Eddie Johnston <ejohnston@cusd322.org> To: Aaron Ayala <aayala@clientfirstcg.com> Thu, Apr 7, 2016 at 10:36 AM

I will be doing the scoring. Let me know what I can do.

Thanks, Eddie

[Quoted text hidden]

Aaron Ayala <aayala@clientfirstcg.com> To: Eddie Johnston <ejohnston@cusd322.org> Cc: Tom Jakobsen <tjakobsen@clientfirstcg.com> Thu, Apr 7, 2016 at 10:40 AM

Thanks Eddie,

Here are the scoring matrix's for both RFP's.

Let me know if you have any questions or need assistance.

Have a great day.

Aaron Ayala, Senior Consultant

CLIENTFIRST Technology Consulting

Office (951) 739-7989 x2500

1181 California Avenue, Suite 170, Corona, CA 92881

From: Eddie Johnston <ejohnston@cusd322.org>

Sent: Thursday, April 7, 2016 8:36 AM

To: Aaron Ayala [Quoted text hidden]

[Quoted text hidden]

2 attachments



Durand Fiber RFP Scoring Matrix 2016-04-07 (AA).xlsx



Durand Wireless Link RFP Scoring Matrix 2016-04-07 (AA).xlsx

Eddie Johnston <ejohnston@cusd322.org> To: Aaron Ayala <aayala@clientfirstcg.com> Cc: Tom Jakobsen <tjakobsen@clientfirstcg.com> Thu, Apr 7, 2016 at 10:47 AM

Thanks Aaron.

[Quoted text hidden]

KELSO-BURNETT Co.

Cable & Wireless Division





Wednesday, April 27, 2016

Durand Community Unit School District #322 200 W. South Street Durand, Illinois 61024-9403

Dear Mr. Eddie Johnson,

Please review the attached documents from Kelso-Burnett Co. for your fiber installation. We are submitting for your approval for installation the following:

- ✓ Dura-line smooth wall 1.5' HDPE SDR 11 duct
- ✓ Martin 3048 Polymer Concrete 30'X48"X18" hand hole with Durand SD #322 stamped/plate on the lid
- ✓ Rhino TriView Marker post 60" tall, orange in color, and a decal with the Durand SD #322 and appropriate phone number for a contact to call for locating.
- ✓ OFS Fitel Fortex DT light armor dry-block cable. This will be a 12 count SM fiber with dry block water protection.
- ✓ Tyco FOSC 450B mid size closure with a single tray installed for splices
- ✓ Corning UACO UCA3-6 splice closure for mid span locating only
- ✓ AFL Xpress fiber management 4U patch panel
- ✓ AFL Poli-MOD patch and splice module with 12 UPLC terminations
- ✓ Panduit self-Laminating fiber optic cable marker tags at all points where the fiber is exposed
- ✓ Panduit weather resistant cable ties to bundle and attach tags at all locations where the fiber is exposed

Please review all materials submitted in this package. By approving this list you are giving Kelso-Burnett Co. the authority to install these products for your network fiber project.

Attached are 10 copies for your review, please return (3) three signed copies for our records. This will allow us to move the process along, get materials on order, and begin the permit process.

Scott Nailor Kelso-Burnett Co.

Project Manager

Mr. Kurt Alberstett Durand CUSD #322

Superintendent

Mr. Eddie Johnston Durand CUSD #322 Technology Director KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109

APPROVED

APPROVED AS NOTED
RESUBMIT

DATE

5/11/16

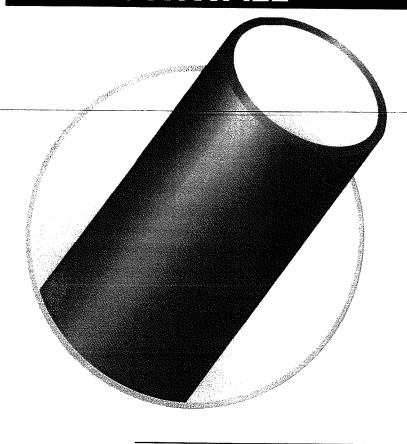
As an employee owned company, we endeavor to be the best electrical and Communications company in Northern Illinois; striving for the benefit of Employees, customers, vendors and shareholders.

SMOOTHWALL

www.duraline.com



Customer Service 800-847-7661



FEATURES:

- Available from ½" to 16" diameters
- Manufactured from flexible HDPE, makes gradual bends without special equipment
- Continuous lengths reduce joining costs
- Excellent low temperature properties, allows installation in cold climates
- Outstanding long term cable protection from shifting ground, rock and root impingement
- Provides a permanent pathway, simplifies future cable repairs or replacment
- Available with UV protectant for aerial/lashed placement

• UL Listing Available from ½" - 6" for SDR 13.5, SCH 40 and SCH 80

INSTALLATION APPLICATION:

MARKET APPLICATION:



Telecom



ſν

Existing Conduit, Plow, Direct Burial, Aerial









ATE OF OT

COLOR/STRIPE:



FOOTAGE MARKINGS

Sequential foot or meter markings. Custom print streams available.

OPTIONS:



SILICORE is co-extruded with the tough HDPE jacket creating a super, slick permanent lining. SILICORE lined ducts allow for higher speed cable jetting and longer cable pulls.

PREINSTALLED TAPE

SILICORE™

Factory pre-installed Bull-Line™ Pull Tape with EVEN-LOAD™, ensures extra slack at any access point throughout the reel. Available 500lb - 6,000lb tensile strength or locatable.

PREINSTALLED CABLE

Specifiy single or multiple cables to be factory pre-installed.

Cable types: Service Drops, Fiber, Coaxial, 600Volt AI, 600 Volt Cu, Medium Voltage.

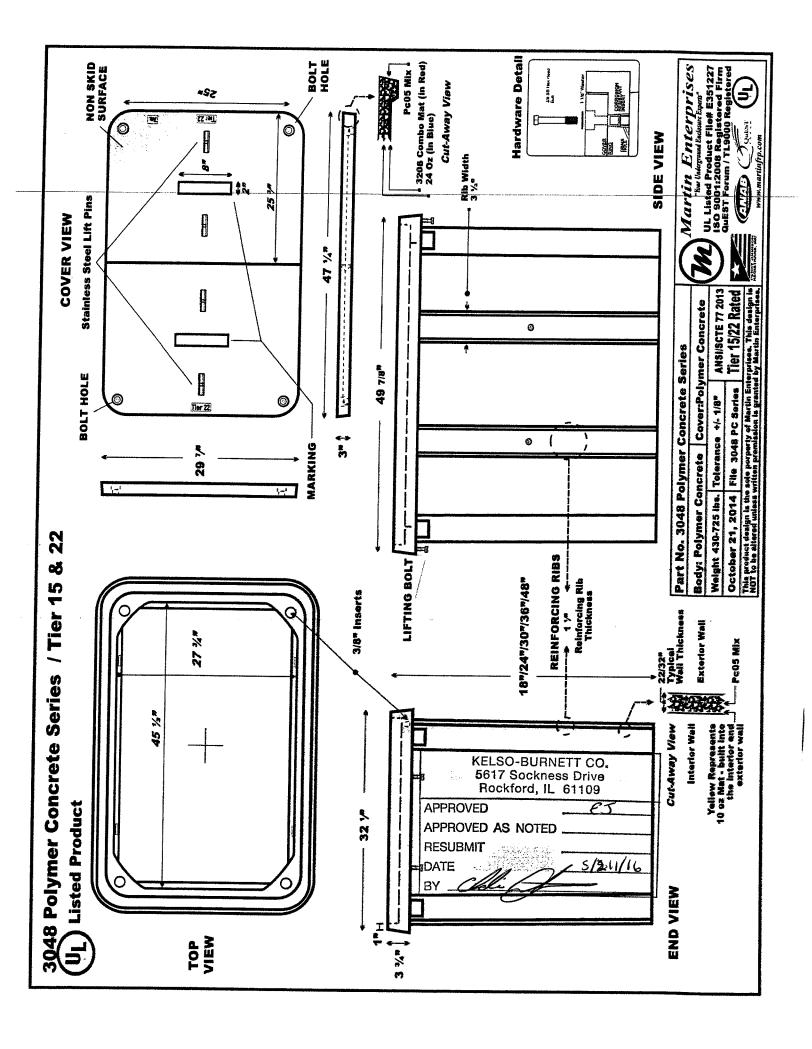


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SIMIC	SMOOTHWALL SPECS										Custom	Customer Service 800-847-7661	300-847-76		www.diraline.com
	Pine Size	1/311	37.11	4.11	11 / 1 /	" " "	"~								
Wall	Now OD (in)	77	74		٧/ ا	٧, ا	. 7	2 1/2"	 	4"	2″	9	8"	10"	12"
Type	OD Telegones . /	0.840	1.050	1.315	1.660	1.900	2.375	2.875	3.500	4.500	5.563	6,625	8.675	10.750	17.750
•	Bond Boding (b) Comment	0.004	0.005	0.007	0.008	0.010	0.012	0.014	0.018	0.023	0.028	0.033	0.043	0.054	0.064
	pend vegues (iii) — supported	z .	01	13	17	19	24	29	39	50	61	73	155	194	730
	bena Kadius (in) – Unsupported	91	20	26	34	38	48	58	78	100	122	146	233	290	344
SDR-9		660.0	0.117	0.146	0.184	0.211	0.264	0.310	000.0	0 200					
	Wall Tolerance +	0.020	0.020	0.020			0.032	8000	2000	0000	0.018	0.736	0,958	1.194	1.417
	Avg ID (In)	0.634	0.796	1.003	1 270	1.453	1 915	0000	7500	0.000	0.074	0.088	0.115	0.143	0.170
	Weight (#/ft)	0.098	0.152	0.734	0.270	0.405	0360	7.133	C/0'7	3,440	4.253	5.065	6.763	8.219	9.746
	Safe Working Load	5.75	871	1 200	2000	0,400	6C/.D	1,110	1.648	2.723	4,161	5.901	10.001	15.534	21.866
		}	3	097'	700'7	289,7	4,200	6,155	9,122	15,080	23,045	32,684	25,397	86,057	121,056
SDR-11	Min. Wall (in)	0076	0.005	00,000		-									
	Wall Tolerance +	0000	0000	0.000	101.0	0.1/3	0.216	197'0	0.318	0.409	0.506	0.602	0.784	0.977	1.159
	Ava (D (in)	0.068	0.040	0.020	0,020	170.0	0.026	0.031	0.038	0.049	0.061	0.072	0.094	0.117	0.139
	Weight (#fft)	0000	0,040	ccn'i	.338	1,333	1,917	2.322	2.826	3.633	4.490	5.349	6.763	8.679	10.293
	Cafe Morbins Lond	*90'n	0.128	0.199	0,312	0.408	0.636	0.930	1,380	2,282	3.490	4.944	8.383	13.019	18 319
	Jaie Wolning Load	4	/89	1,078	1,717	2,249	3,515	5,151	7,633	12,618	19,284	27,349	46,355	72,010	101.297
SDR-13.5		2900	0.078	0.097	0,123	0.141	0,176	0.213	0.259	0.333	0.412	1070	0.530	0.706	7700
	Wall lolerance +	0,020	0.020	0.020	0,020	0.020	0.021	0.026	0.031	0.040	0.049	0.059	2200	267.0	0.344
	Avg ID (in)	9690	0.874	1.101	1,394	1.598	2,002	2.423	2.951	3,794	4.690	5 5.84	07.6.6	060.0	V.113
	Weight (#/ft)	0.072	0,110	0.167	0,263	0.342	0.528	0.775	1.146	1 895	300 €	4 4 4 5 2	0.2.7	3,002	10.749
	Safe Working Load	365	220	894	1,425	1.867	2 917	4774	A 225	10.472	4,000	4.112	20,703	10,821	15,214
		:						<u> </u>		7/4/8	PO,00	769,77	38,470	59,762	84,067
SDR-15.5	ŧ	0.062	890'0	0.084	0.107	0.123	0.153	0.185	0.226	0.240	0.350	0.427			
	Wall Tolerance +	0.018	0.020	0,020	0.020	0.020	0.020	0.022	0,027	0.035	0.043	0.051			
·	Avg ID (in)	0.698	0.894	1.127	1,426	1,634	2.049	2.483	3.021	3.885	4.802	5,720			
٠	Weignt (#/Tt)	0.071	0.038	0.149	0,234	0,304	0,467	0.680	1.011	1.669	2.552	3,615			
	Safe Working Load			792	1,234	1,607	2,466	3,592	5,342	8,814	13,483	19,123			***
SDR-17	Min, Wall (in)		0.062	\$19g	0.098	0.112	0,140	0.169	0.206	0,265	0.32.7	0.390			
•	Wall Tolerance +		0.020	0.020	0.020	0.020	0.020	0.020	0.025	0.032	0.039	0.047	Ī		
•	Avg (D (in)		906'0	1.141	1,444	1,656	2.075	2.517	3.063	3.938	4.870	5.798			
•	Weignt (#/rt)		0.091	0.138	0.217	0.281	0.432	0.625	0.928	1.534	2.339	3.324			
	Safe Working Load		094	722	1,150	1,507	2,355	3,450	5,114	8,453	12,918	18,321			
													1	•	

SMOOTHWALL - SPECS

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KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109 APPROVED APPROVED AS NOTED RESUBMIT DATE



Product Documentation









The Rhino TriView™ Marker Post



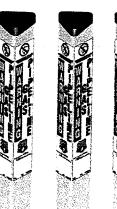
The Rhino TriView Marking System's patented design provides 360° visibility, as well as superior functionality you won't find in any other damage prevention marking product.

TriView Features

- 360° visibility see movie
- Impact resistance see movie
- Durability
- · Weather resistance: UV-stable and temperature-stable

Use the TriView marker post for new damage prevention installations, or to upgrade existing fiberglass posts/U-channel posts to high visibility markers.

Use TriView's Versatility to Customize and Color Code Your **Damage Prevention System**

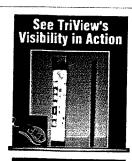


The TriView allows utility workers to quickly identify special utility system elements such as:

- Test stations
- Vent guards
- Plpe size
- Valves
- Manholes
- Cable types
- High consequence areas



7.025,016 81 # 8.099,203









TriView survive impact in frigid temperatures >>

Use these features and options to customize your utility marking system:

- · 8 standard post colors*
- 6 standard cap colors*
- 2 sizes of TriView allow for two-tone markers
- Custom decals
- Reflective decals
- Vinyl bands

The TriView comes in 8 standard post colors and 6 standard cap colors.

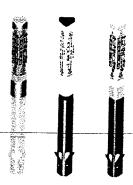




TriView Can Cnions

 Custom colors are available with a minimum order, please call 800-522-4343 for details.

Two-Tone Posts



Combine any of the TriVlew 10+* colors to create two tone posts to increase visibility or mimic the color combination of an existing dome or bullet style post.

Some colors may be difficult to see in some areas, so the addition of a contrasting color top or bottom makes it easier for an excavator to

* Eight standard colors. Custom colors are available with a minimum order, please call 800-522-4343 for details.

Decals

Standard and custom decals are available in varying lengths, colors and warning messages.

View decal information >>

The TriView Marker Post can also be used as:

- Test station
- Tracer Ped
- Vent Guard
- · Pedestal Marker
- Hydrant Marker

Visit the following pages to learn more about the TriView and how it can be used to build the most visible utility marking system available:

- 21 Ways to Use a TriView
- Customizing the Triview
- The TriView Advantage
- TriVlew Product Applications page

Did you know??

The TriView Marker Post has better impact resistance than the RhinoDome Post.



Rhino Marking &

RhinoDome Vs. Rhino TriVlew from Rhino Marking & Protection on Vimeo.

Customer Service

Utility Marking Products

Locating and Safety Products







Production American

Notice on Kind Statistics of







Rhino Vinyl Decals for Utility Marking Systems

Rhino Vinyl Decals are temperature stable between -50° and 225° $\,$

All utility marker post decals measure 2 7/8" in width (with the exception of 1-Rail post markers). Length of marker posts decals range from 3" to 22".

UV-stable inks are used on all vinyl decals to dramatically reduce fading. Standard decals inks include:

- yellow
- red
- blue
- green
- orange
- purplebrown
- 0.011
- black
- white

Custom ink colors are also available.





**** /// Z* (\$100



Standard hazardous materials decals use 1° high by approximately 1/4° stroke to meet DOT spec 195.410

Customer Service

Utility Marking Products

Locating and Safaty Products



Fortex ™ DT Cable Light Armor

Lose The Gel With Durable, Totally Dry Cable for Clear APPROVED Faster Installations

KELSO-BURAL ETITURADA Company 5617 Sockness Drive Rockford, IL 61109

APPROVED AS NOTED

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DATE

Fortex™ DT Light Armor Loose Tube Cable

COMPONENT OF

Product Description

The OFS Fortex™ DT Light Armor Loose Tube Cable delivers the rugged durability and reliability essential for outside plant (OSP) use in an innovative, completely dry cable design.

To construct this cable, the optical fibers are placed in space-efficient, 2.5 mm buffer tubes that contain a specially-engineered, super-absorbent yarn that delivers water blocking "on demand". The color-coded buffer tubes are then stranded around a dielectric central member using the reverse oscillating lay (ROL) stranding technique for easy, mid-span fiber access.

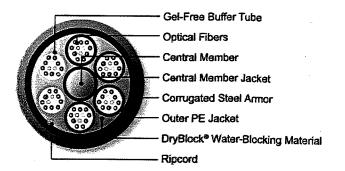
Additional dry, super-absorbent material is applied to the cable core for exceptional water-blocking performance and faster cable preparation. A layer of corrugated electrolytically chrome-coated steel (ECCS) armor is then applied lengthwise over the cable core to provide rugged durability. Finally, a ripcord and a durable polyethylene (PE) jacket are added to complete the cable construction.

Why the Fortex DT Light Armor Cable?

s the industry's first 100% dry1, loose tube cable to meet the water-blocking requirements of ANSI/ ICEA and Telcordia OSP cable standards, the Fortex DT Light Armor Cable offers all the benefits of a standard light armor loose tube cable plus it's completely gel-free - even inside the buffer tubes!

Unlike traditional OSP cables that use gels in direct contact with optical fibers, the Fortex DT Light Armor Cable replaces gels with a specially-designed, super-absorbent yarn in each buffer tube that provides water blocking "on demand". By eliminating gels and filling compounds, this cable offers virtually effortless splice preparation, while keeping your tools, workspace, closures, and cabinets cleaner. The Fortex DT Light Armor Cable is also lighter in weight, making it easier to handle and less of a load on your work crew and plant infrastructure.

(Continued on next page)



Features and Benefits

- Totally gel-free cable design for cleaner, faster installations
- Easy to handle and install
- · Highly durable and reliable for underground duct and lashed aerial installations (including duct-to-lashed aerial) as well as general OSP installations, including direct buried in harsh environments
- PE coated ECCS armor offers additional crush resistance and protection from rodent attack
- · Smaller, more flexible buffer tubes for easier installation and routing
- Fiber counts to 288
- RDUP (formerly RUS) listed and compliant with ANSI/ICEA, Telcordia, and IEC specifications for reliable performance
- Available with OFS AllWave® Zero Water Peak (ZWP) Single-Mode, TrueWave® RS LWP Single-Mode, and Multimode Fibers.

^{1 &}quot;100% dry" indicates that no oils, gels, or flooding compounds are used to block water penetration under the fiber optic cable sheath or through the core.

In addition to being completely gel-free, the Fortex DT Light Armor Cable offers the same high-performance features as OFS' traditional Light Armor Loose Tube Cable. Our flexible, craft-friendly 2.5 mm buffer tubes - among the smallest standard tubes in the industry - create far less bulk to be stored in closures and pedestals, and coil more easily and into tighter diameters. Plus, the Fortex

DT Light Armor Cable combines this ease of handling with rugged durability and added rodent resistance. The result is a durable, reliable cable that remains lightweight, flexible, and easy to install - making it an excellent choice for a variety of OSP applications including duct, lashed aerial, and direct buried in harsh environments.

Specifications								
Fiber Count	2-60	61-72	73-96	97-120	121-144	145-216	217-240	241-288
Cable Outer Diameter in. (mm)	0.45 (11.3)	0.48 (12.2)	0.54 (13.8)	0.61 (15.4)	0.68 (17.2)	0.67 (16.9)	0.70 (17.7)	0.77 (19.5)
Cable Weight lb/kft (kgm/km)	84 (125)	95 (142)	114 (169)	142 (212)	176 (262)	153 (228)	169 (252)	202 (300)
Performance Sta	ndard							
Tested per Applicable Re	quirements o	f ANSI/IO	CEA S-87-6	40 and Telc	ordia GR-20	-CORE Issu	ıe 2	
Handling								
Minimum Bend Radius,	With Load:	15 x	OD*				Balanco Const.	
Minimum Bend Radius,	With No Load	i: 10 x	OD					
Minimum Bend Radius,	Storage Coils	10 x	OD			· · · · · · · · · · · · · · · · · · ·		
Maximum Rated Cable L	oad (MRCL)	600	lbf (2700 N)				
Maximum Long Term Lo	oad:	180	lbf (800 N)					
Temperature		Insta	llation: -30	'C to 60°C (-22°F to 140)*F)		
					-76°F to 158	•		
		Stor	ige: -40°	'C to 75°C (-40°F to 167	' F)		
* Note: OD = Outer Diar	neter of Cable	:			747			

Fortex DT Light Armor Cable Ordering Information

Example: AT-3BEH2YT-NNN1

Fiber Count

Core

Part Number: AT-S1S2SFS3S4S5S6-NNN

Fiber²

S1 = Fiber Selection

3 = 1310/1550 nm (AllWave® ZWP Single-Mode Fiber)

6 = 1550 nm (TrueWave® RS LWP Single-Mode Fiber)

R = 850/1300 nm (Multimode Fiber)

S2 = Fiber Transmission Performance

B = 0.35 0.31/0.27 0.25 0.27 dB/km @ 1310 1385/1490/ 1550/1625 nm (AliWave ZWP/ AliWave FLEX ZWP)

2 = 0.25 dB/km @ 1550 nm (TrueWave RS LWP)

U = 3.4/1.0 dB/km and 200/500 MHz-km @ 850/1300 nm (62.5 µm Multimode)

K = 2.5 /07 dB/km and 500/500 MHz-km @ 850/1300 nm (50 µm Multimode)

 $SF = Fiber Type^2$

E = AlfWave ZWP Single-Mode

Sheath

6 = TrueWave RS LWP Single-Mode

9 = 62.5/125 µm Multimode

2 = 50/125 µm Multimode

S3 = Sheath Construction

H = Single Jacket, Single Armor

S4 = Tensile Load

2 = 600 fb (2700 N)

S5 = Core Type

Y = Totally Dry Loose Tube

S6 = Fibers per Tube

T = 12 fibers

NNN = Fiber Count = 002 - 288

Part Number shown is for standard AllWave ZWP attenuation and standard cable print:

Maximum AllWave ZWP attenuation: 0.35/0.31/0.27/0.25/0.27 dB/km (1310/1385/1490/1550/1625 nm)

Standard Print, example (Fortex DT Armored Cable):):

OFS OPTICAL CABLE AT-3BEH2YT-NNN [MM-YY] [HANDSET SYMBOL] [NNN] F [SERIAL #]

Contact OFS Order Management for information on other cable variations, including additional fiber types, attenuation, and custom cable print.



Use electronic files, available at: www.ofsoptics.com - Use less paper

For additional information please contact your sales representative. You can also visit our website at www.ofsoptics.com or call 1-888-fiberhelp (1-888-342-3743) from inside the USA or 1-770-798-5555 from outside the USA.

OFS reserves the right to make changes to the prices and product(s) described in this document at any time without notice.

AllWave, DryBlock, and TrueWave are registered trademarks and Fortex is a trademark of OFS FITEL, LLC.

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Marketing Communications osp-146-1011

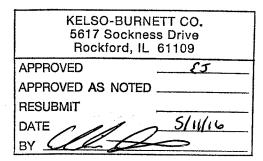


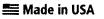












LGX is a registered trademark of Furukawa Electric North America, Inc.

Xpress Fiber Management® (XFM) 2RU Patch Panel

The Xpress Fiber Management (XFM) 2U patch panel is a rack mountable interconnect point specifically designed to manage dense fiber applications. Based on the LGX® intermateability platform, the panel is fully compatible with AFL's XFM Optical Cassette, Passive Optical Coupler Modules, and Poli-MOD® solutions. This panel offers enhanced management of densities up to 144 fibers using MTP-LC XFM Optical Cassettes (24 fibers).

Features

- Steel construction
- Textured black powder coat finish
- Universal WECO/TIA 19"/23" rack compatibility
- (6) LGX 118 adapter plate / module mounting positions
- Slide-out tray with relief cut-outs for simplified connector access
- Optional front door key lock for heightened protection of internal components

Applications

- Data Centers
- Enterprise Networks
- Telecommunications Closets
- · Central Offices / Headends

Specifications

DEPTH (A) IN INCHES	WIDTH (B) IN INCHES	HEIGHT (C) IN INCHES	RACK UNITS	CAPACITY	UNLOADED WEIGHT
15.5	17	3.5	2	(6) LGX 118	15 lbs.

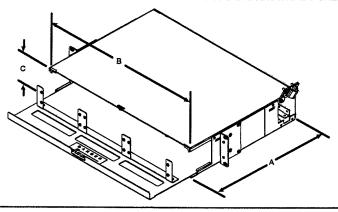
Ordering Information

All cable clamps offered separately so that customers may choose the correct clamp for their application.

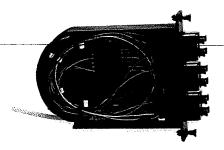
	ment di characteria da ar a bitatia irakiwa a basa masa aka a caramana masa bitanga aka a sa arama basa biya paka masa masa a	
DESCRIPTION	MODEL NUMBER AFL NO.	1
Xpress Fiber Management 2U Patch Panel, Black, Empty	XFM-2-U-8-0 FM002712-BE	

Accessories

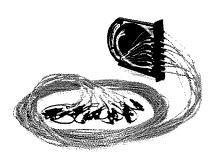
DESCRIPTION	AFL NO.
Kit, Lock, for CON/CNS Panels	FM001318



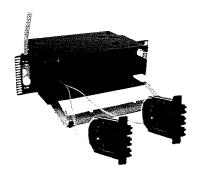




12-Fiber SC/UPC Configuration



DAS Poli-MOD



Poli-MOD® Patch and Splice Module

AFL's new Poli-MOD is an innovative patch and splice module, which offers an inventive and effective means to accommodate up to 24 fiber interconnections in an industry-standard, single-slot LGX®118 footprint. The new Poli-MOD offers a unique and robust way to secure cable without the need for time-wasting, tie-wrap alternatives. Additionally, the module leverages a creative snap-in splice sleeve cradle to securely manage both single and ribbon fiber arrangements. These features provide the capacity to outfit a standard 4RU rack-mount panel with up to 288-fiber interconnections.

The Poli-MOD is also offered in an arrangement that supports the low loss budget requirements of Distributed Antenna System (DAS) networks. This is accomplished through the elimination of an interconnection point while providing a robust splicing environment for rack and wall-mount panel applications.

Features

- 24-fiber interconnection capacity
- LGX 118 compatibility (single-slot module)
- Effective and time-saving cable mounting mechanism (no tie-wraps necessary)
- Inventive splice sleeve cradle
- Available in SC, LC, ST and FC connector arrangements
- Organized fiber routing
- Fixed solution, no moving parts
- Multi-directional cable entry access
- DIN rail mountable (with DIN Mount Kit)

Applications

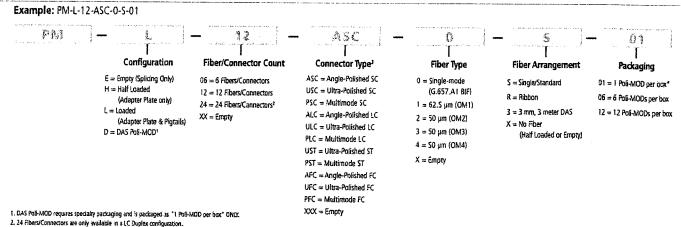
- Telecommunications Closets
- Data Centers
- Customer Premise
- Local Area Networks
- Wide Area Networks
- Central Offices
- Hub Sites
- Cabinets
- Remote Terminals
- Distributed Antenna Systems (DAS)

LGX is a registered trademark of Furukawa Electric North America, Inc.



Poli-MOD® Patch and Splice Module

Ordering Information



Connector Color Codes

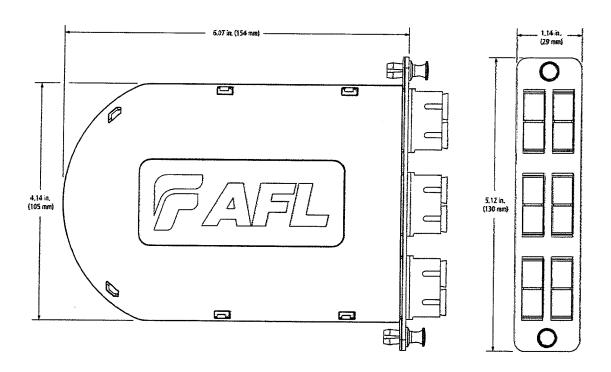
CONNECTOR	COLOR
APC (Angled Palish Connector)	Green
UPC (Ultra Polish Connector)	Blue
PC-OM1	Beige
PC-OM2	Black
PC-OM3 / PC-OM4	Aqua

3. Angle and Ultra-Polished connector types are only available with single-mode fiber configurations

Poli-MOD Kits/Accessories

DESCRIPTION	AFL NO.
Poli-MOD Cable Mounting Clip Kit	FM003053
Poli-MOD Spiral Wrap Kit	FM003280
Fusion Splice Sleeve, FP-03, 40 mm	5000206
Adapter Bracket for Mounting Single Poli-MOD, angled	FM000948-B
Adapter Bracket for Mounting Single Poli-MOD, flat	FM003589-8
Coming CCH and PCH 145 mm Adapter Bracket	FMC01636
DIN Mount Kit, LGX® 118	FM003394

Dimensions



Systems

D.,

Power

over

Ethernet

Zone Cabling

F. Wireless

G. Outlets

H. Media

Oistributio

Physical

infrastructure

Vanagement

Overhead & Underfloor Routing

Surface Raceway

L.

Cabinets. Racks &

Cable Management

Grounding & Bonding

Industrial

Self-Laminating Fiber Optic Cable Marker Tags

APPROVED APPROVED AS NOTED RESUBMIT

Rockford, IL 61109

CAUTION: FIBER OPTIC CABLE Materiai Chart

Self-Laminating

Material **Print Method** Temperature Range∃Y Rigid Vinyl, Pre-Printed

0°F to 178°F (-18°C to 80°C) DATE

Indoor/outdoor rates, and quality, rugged material resistant to abrasion; legend is protected by overlaminate; use where adhesives will not work

		Color	W	idth	Hei	ight	Tags Per	Std. Pkg	Std. Ctn.
Part Number	Legend	(Legend/Background)	in.	mm	in.	mm	Pkg.	Qty.	Qty.
PST-FO	CAUTION FIBER OPTIC CABLE TYPE COUNT	Black/Yellow	3.50	89.0	2.00	51.0	5	1	40
PST-FOBLNK	BLANK	Yellow	3.50	89.0	2.00	51.0	5	1	40

Photoluminescent Safety Signs

- · Used to mark egress routes, fire alarms, and fire equipment that is clearly visible for up to ten hours after power is lost
- · Absorbs energy from ambient light and releases this energy in the form of a glow when power is lost
- · Recommended for use with Photoluminescent Tapes see page 0.27 for more information
- Panduit Photoluminescent Signs meet or exceed the following safety standard specification for photoluminescent safety markings including: ASTM E 2072-00, ASTM E 2073-00, ASTM E 2030-99, DIN67510-1, IMO Resolution A.752.18, ISO/CD 15370, DIN 67510, UL 924, ASTM 162, ASTM 648. ASTM 662, MIL-L-3891 B, NFPA 101 Life Safety Code. OSHA 1910.37













Size Reference Chart

Part	W	đth	He	ight	Signs Per	Std. Pkg.
Number	lin.	mm	ln.	mm	Card	Qty.
0710	10.00	254.0	7.00	177.8	1	1 Sigr
1014	14.00	355.6	10.00	254.0	1	1 Sign
1209	9.00	228.6	12.00	304.8	1	1 Sign

*Denotes the part number's prefix and suffix.

Cable Accessories

Index

PANDUT® ELECTRICAL SOLUTIONS

A. System Overview

B1. Cable Ties

R2. Cable Accessories

Steel Ties

C1. Wiring Duct

C2. Surface Raceway

C3. Abrasion Protection

Cable Management

> D1. Terminals

D2. Power Connectors

D3. Grounding Connectors

E1. Labeling Systems

Labels

E3. Pre-Printed & Write-On Markers

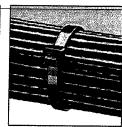
E4.
Permanent
Identification
E5.
Lockout/
Tagout
& Safety
Solutions

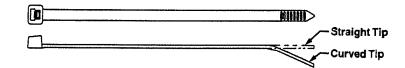
Index

CALIUS CULLITER PAN-Ty® Cable Ties – Weather Resistant Nylon 6.6

- Greater resistance to damage caused by ultraviolet light indoor or outdoor use
- Versatile cable ties can be used in countless applications
- One-piece construction for consistent performance and reliability
- · Lowest threading force of any one-piece cable tie in the industry
- Curved tip is easy to pick up from flat surfaces and allows faster initial threading to speed installation







_		L	ength	w	idth	Thic	kness	Bu	fax. Indle Dia.	Le	lin. oop ile Str.	Recommended	Std.	Std.	
	Part Number	In.	mm	in.	mm	ln.	mm	In.	mm	Lbs.	N	Installation Tool	Pkg. Qty.	Ctn. Qty.	
	Subminiature	Cross	Section	ı							••	1001	u.y.	aty.	
_	PLT.6SM-CO	2.8	71	.070	1.8	.030	.8	.60	15	8	36	GTS, GTSL, PTS	100	1000	
	Miniature Cro	ss Seci	tion							_		G / G / G / G / C / G	100	1000	
1	PLT.7M-MO	3.1	79	.090	2.3	.032	.8	.68	17	18	80		1000	50000	
	PLT1M-CO	3.9	99	.0 9 8	2.5	.043	1.1	.87	22	18	80	GTS, GTSL, GS2B.	100	1000	
	PLT1.5M-CO	5.6	142	.098	2.5	.043	1.1	1.25	32	18	80	PTS, PPTS, STS2	100	1000	
nt	PLT2M-CO	8.0	203	.098	2.5	.043	1,1	2.00	51	18	80		100	1000	
	Intermediate (Cross S	ection											.000	
	PLT1.5I-CO	5.6	142	.142	3.6	.045	1.1	1.38	35	40	178		100	1000	
	PLT21-CO	8.0	203	.142	3.6	.045	1.1	2.00	51	40	178		100	1000	
	PLT2.5I-C0	9.7	246	.145	3.7	.052	1.3	2.50	64	40	178	GTS, GTSL, GS2B,	100	1000	
7	PLT3I-C0	11.4	290	.145	3.7	.052	1.3	3.00	76	40	178	PTS, PPTS, STS2	100	1000	
	PLT4I-C0	14.5	368	.145	3.7	.052	1.3	4.00	102	40	178		100	1000	
: [Standard Cros	is Secti	оп												
4	PLT1S-C0	4.8	122	.190	4.8	.052	1.3	1.00	25	50	222		100	1000	
	PLT1.5S-CO	6.2	157	.190	4.8	.052	1.3	1.50	38	50	222		100	1000	
	PLT2S-CO	7.4	188	.190	4.8	.052	1.3	1.88	48	50	222	OTO OTO: 000D	100	1000	
-	PLT2.5S-C0	9.8	249	.190	4.8	.052	1.3	2.50	64	50	222	GTS, GTSL, GS2B, GTH, GS4H, PTS,	100	1000	
1	PLT3S-CO	11.5	292	.190	4.8	.052	1.3	3.00	76	50	222	PTH, PPTS,	100	1000	
-	PLT4S-CO	14.5	368	.190	4.8	.052	1.3	4.00	102	50	222	STS2, STH2	100	1000	
-	PLT4.5S-C0	15.5	394	.190	4.8	.052	1.3	4.50	114	50	222		100	1000	
4	PLT5S-CO	17.5	445	.190	4.8	.052	1.3	5.00	127	50	222		100	500	
-	Light-Heavy Co		ection (S	Straight	Tip)										
-	PLT2H-LO	8.1	206	.300	7.6	.075	1.9	2.00	51	120	534		50	500	
	PLT2.5H-L0	9.8	251	.300	7.6	.075	1.9	2.50	64	120	534		50	500	
	PLT3H-LO	11.4	290	.300	7.6	.075	1.9	3.00	76	120	534		50	500	
	PLT4H-LO	14.5	368	.300	7.6	.075	1.9	4.00	102	120	534	GTH, GS4H,	50	500	
Į	PLT6LH-LO	21.9	556	.300	7.6	.075	1.9	6.00	152	120	534	GS4EH, PTH, STH2, ST3EH	50	500	
1	PLT7LH-LO	24.7	627	.300	7.6	.075	1.9	7.00	178	120	534	•	50	500	
ĺ	PLT8LH-LO	27.6	701	.300	7.6	.075	1.9	8.00	203	120	534		50	500	
***************************************	PLT9LH-LO	30.5	775	.300	7.6	.075	1.9	9.00	229	120	534		50	500	
	Heavy Cross S		•	• •											
	PLT5H-LO	17.7	450	.350	8.9	.078	2.0	5.00	127	175	778		50	500	
-	PLTSH-LO	20.9	530	.350	8.9	.078	2.0	6.00	152	175	778	GTH, GS4H, GS4EH, PTH,	50	500	
	PLT8H-LO	30.6	779	.350	8.9	.078	2.0	9.00	229	175	778	STH2, ST3EH	50	500	
	PLT13H-Q0	43.3	1100	.350	8.9	.078	2.0	13.00	330	175	778		25	500	

Note: UL Listed and UL Recognized except PLT.6SM and PLT2H/2.5H/3H/4H/5H/6H/8H/13H; CSA Certified except LH and H cross sections.

PANDUIT®

Cable/Conduit

Beam/Purlin

Stud Wall

Miscellaneous

Index

Communication/Low Voltage

J-Pro™ Series Referenced Images

- UL listed for use in plenum or air handling spaces (such as ceiling voids and underfloor areas) per NEC Article 300.22 (C) and (D) (reference pages K.3 - K.4 for details)
- Complete horizontal and vertical 1" bend radius control



Image 1

Image 4





Image 3



Image 5



Image 6



Image 9



Image 10

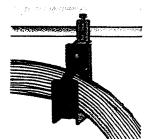




Image 11



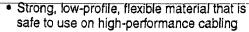
Image 12



Contractor Grade Hook and Loop Cable Ties



Image 1

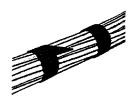


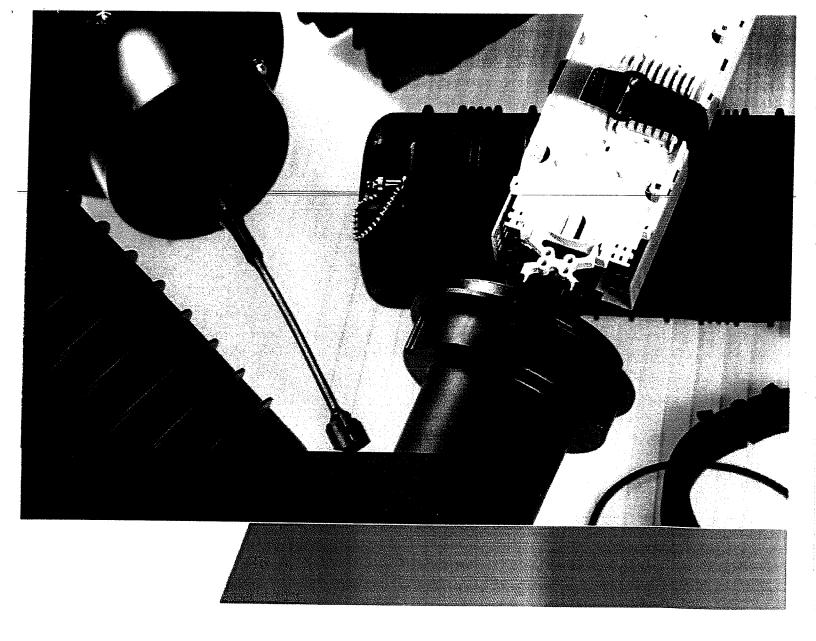
- Cost-effective for general bundling
- · Leaves no residue
- HLTT products include an adhesive on the leading edge to facilitate installing hook and loop with one hand
- · Color: Black



Image 2

Part Number	Image No.	Length	Width (ln.)	Max. Bundle Dia. (ln.)	Std. Pkg. Qty.
TTS-20R0	1	20.00"	0.75	Various	1 pkg. o 1 roll
TTS-35R3-0	1	35.00*	0.75	Various	1 pkg. o 3 rolls
TTS-35RX0	1	35.00"	0.75	Various	1 pkg. o 10 rolls
HLTT1.5S-Q20	2	7.00'	0.75	1.50	25 ties
HLTT1.5S-C20	2	7.00'	0.75	1.50	100 ties





FOSC 450 Gel-Sealed Fiber Optic Splice Closure

ORDERING GUIDE

KELSO-BURN 5617 Socknes Rockford, IL	ss Drive
APPROVED	
APPROVED AS NOTED	Manager
RESUBMIT	
DATE	5/11/16
BY CILL	-



A family of closures designed for your fiber network needs!



FOSC 450 fiber optic splice closures are a family of single-ended closures designed for use most anywhere there are fiber splicing and storage needs.

These closures are available in five sizes, each featuring:

- Re-usable compressed gel cable sealing components that accommodate a wide range of cable sizes
- Capability to accommodate a variety of cable styles including loose tube or central core tube cables with single or ribbon fibers
- Hinging splicing trays that provide controlled access to splices and stack storage
- Splice and storage compartments accessible via a removable dome-clamp system
- Thermoplastic outer materials that withstand temperature and contaminate extremes
- Stack storage baskets of various sizes that provide different stack storage scenarios
- Many shared components between closure sizes
- A range of accessories for a variety of outside plant needs

FOSC 450 Closure Family



450 A

Smallest of the FOSC 450 closura family

- 4 cable entry ports, each with multi-cable capability
- 96 single fiber/144 mass splice capacity
- 19" long try 8" diameter"
- Capacity of up to 8 drop cables in addition to a feed-through cable
- Compact size for FTTH applications
- Accessories available for a wide variety of applications



450 C

Combining the well accepted FOSC 450 D closure with a short overall length (23") the 450 C fits applications where increased splice capacity and small size are a must.

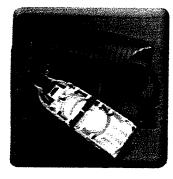
- 6 cable entry ports, each with multicable capability
- 192 single fiber/864 mass splice capacity
- · 23" long by 11.5" diameter*
- Capacity of up to 16 drop cables in addition to a feed-through cable
- · Wide-style splice tray
- Accessories available for a wide variety of applications
- · Field upgradeable to the 450D size



450 B Short

One of the smaller 450 closures

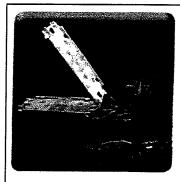
- 6 cable entry ports, each with multicable capability
- 144 single fiber/288 mass splice capacity
- . 19" long by 9.2" diameter*
- · Uses A size splice trays
- Capacity of up to 16 drop cables in addition to a feed-through cable
- Fits applications requiring large splice capacity in a small size
- Accessories available for a wide variety of applications



450 D

The largest of the FOSC 450 closure line, the 450 D is capacile of handling a wide range of ficer closure needs:

- 6 cable entry ports, each with multicable capability
- 576 single fiber/1152 mass splice capacity
- · 30" long by 11.5" diameter*
- Wide-splice tray
- Accessories available for patching, rehabilitation and a wide variety of applications
- Capacity of up to 16 drop cables in addition to a feed-through cable



450 B

The mid-size FOSC 450 closure

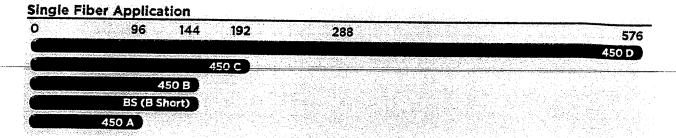
- 6 cable entry ports, each with multicable capability
- 144 single fiber/288 mass splice capacity
- Increased slack storage capacity over the B Short closure
- 24" long by 9.8" diameter"
- Capacity of up to 16 drop cables in addition to a feed-through cable
- Accessories available for a wide variety of applications

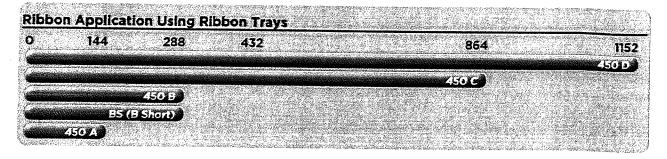
Diameter measurements are passed on the widest claimeter points and include the claims indices and include the claims and including the hoige and latching mechanisms. Diameters of the claims not including the hoige and latch are approximately 1 nothliess.



Closure Capacities & Characteristics

These charts represent the capacities of each of the FOSC 450 closure sizes. Capacities may vary due to application variables, such as the amount of slack storage required.





Characteristics Chart				3	
Type/Size	DG	C5	86	88	AA
Closure Size (inches)	11.5 dia. 30 L	11.5 dĩa. 23 L	9.8 dfa. 24 L	9.2 dia, 19 L	8 dia. 19 i
Approx. Closure Weights (lbs)	20	16	13	10	6
Closure Capacity					
End-to-End Splicing			a de la company		
Single Splice (SM6 Modules)	288	96	72	72	48
Single Splice (SM12 Modules) ²	576	192	144	144	96
Mass Fusion Splice	1152	864	288	144	144
Mid-Sheath Splicing					
Single Splice	576	192	144	144	72
Mass Fusion Splice	864	432	258	288	216
Trays Per Closure	ŀ				į.
Standard Trays	85 / 63 / 54	85/65/50	65/83/44	65 / 63 / 2*	45/33/24
ibbon Trays	45/33/24	45/33/24	35/33/24	37	13
Single Fiber Splice Capacity per Tray					
SM6 Modules	36	12	12	12	12
SM12 Modules ²	72	24	24	24	24
FIST Modules'	96	n/a	nla	n/a	n/a
Patching	1				
Tray (quantity/type)	Yes	No	Yes	No	No
	(12,16/sc)	,,,,	(12,16/sc)	,,,,	140
Basket (quantity/type)	Yes	No	Yes	Yes	Yes
	(4/all, 8/sc)		(4/aft, 8/sc)	(4/all, 8/sc)	(4/all, 8/sc)
Sealing System			(,,		(0.30)
Closure Dome-to-Base or	"O" Ring/	"O" Ring/	*O* Ring/	*O* Ring/	"O" Ring/
Top-to-Bottom	Clamp	Clamp	Clamp	Clamp	Clamo
Cable Capacity	1		J	- Justific	Cicarity
Butt (std./max.)	6 / 167 / 215	6/167/213	6 / 16 / / 21 3	6 / 16 ⁷ / 21 ⁸	A / 407 / 608
Inline (std./max.)	n/a	n/a	n/a	0110:121:	4/107/138
Fire Retardant Closure Available	No ^{9, 10}	No ³	No.2.50		r/a
ools Required	,	1		No ³	No ²
and tradesses	Can Wrench,	Can Wrench.	Can Wrench,	Snips	Can Wrench
the transfer of the contract o	Snips	Snips	Saips	[Snips

"Classine length ("L") plus 10X largest cable diameter installed aquals the overall length required for handhole. Maximum dimensions includes clamp and cable sealing.

SMCLV spice protection sleaves should be used.



With standard basket.
With tall basket.

Flexible socic is used for LBT storage.

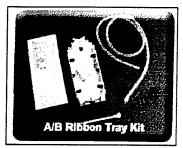
^{*}The ribbon tray can also be configured with 12 SC adapters for patching and provide 12 single spike capacity.

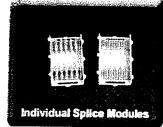
If using the 3-cable Mulicable life, 3-flat or 3 mund cables per port if cable does not exceed 42.5 diameter

If using the 4-cable Mulicable life and combined cables do not exceed 1° diameter.

Fire Relandant bag or blanketoptions.

[&]quot;Fire Retardant closures available in FOSC 400 family.



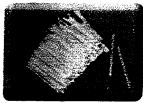






Fits Closure	Tray Capacity	Part Number	T Description	Kit Includes	Kits/ Pkg.
Ribbon F	iber Trays				aran arang ara
Aor B (1	144 Mass Fusion 2 fiber ribbon x 12 splices)	709972-000	FOSC-ACC-A/B-TRAY-12-RBN	A/B Size Ribbon Tray with clear cover, 2 SM-6 splice modules, tie-wraps, instructions	1
Č (1	216 Mass Fusion 2 fiber ribbon x 18 splices)	398955-000	FOSC-ACC-C-TRAY-RIBN-18	C Size Ribbon Tray with clear cover, 3 SM-6 splice modules, tie-wraps, instructions	4
D (1)	288 Mass Fusion 2 fiber ribbon x 24 splices)	061064-000	FOSC-ACC-D-TRAY-RIBN+24	D Size Ribbon Tray with clear cover, 4 SM-6 splice modules, tie-wraps, instructions	1
Patch Tra	ys				e e e e e e e e e e e e e e e e e e e
В	16 fiber palch tray	A38455-000	FOSC-ACC-B-TRAY-P-16-0	B-size Patch Tray with adapter retainer. Holds up to 16 SC style adapters.	1
D	16 fiber patch tray	C03247-000	FOSC-ACC-D-TRAY-P-16-0	D-size Patch Tray with adapter retainer. Holds up to 16 SC style adapters.	1
D	12 fiber patch tray	P5387P-000	FOSC-ACC-D-TRAY-P-12-0	D-size Patch Tray, adapter retainer, no adapters installed	2
D	12 fiber paich tray	C91240-000	FOSC-ACC-D-TRAY-P-SCIAPC	D-size Patch Tray, adapter retainer, and 12 SC/APC style adapters	2
D	t2 fiber patch tray	E90832-000	FOSC-ACC-D-TRAY-P-SC/UPC	D-size Patch Tray, adapter retainer, and 12 SC/UPC style adapters.	2
Splice Tray	Covers				
A or 9S		90887R-000	FOSC-ACC-A-TRAY-COVER	1 clear Asize tray cover	25
В		Y66598-000	FOSC-ACC-8-TRAY-COVER	1 clear 3-size tray cover	25
C		YD926E-000	FOSC-ACC-C-TRAY-COVER	1 clear C-size tray cover	25
Đ	Programme and the second	ZP0533-000	FOSC-ACC-D-TRAY-COVER	1 clear D-size tray cover	25
	ules (for replacing	or adding mo	dules to trays)	1900-1910 - Karagoria errena errena errena. Likar beredak errena bartea errena errena errena bilda errena errena errena errena errena bilda errena errena	
M	r promiting in the first of the first of the promiting of the first of	581981-000	FOSC-ACC-SMG-MODULES	5-splice capacity anap-in module	48
AIL		332341-000	FOSC-ACC-SM8-MODULES	8-spike capacity snap-in modula	48
<u>A</u>		マスの意味を知りません。 マス・ス・マンシン	FOSC-ACC-SM12-MODULES**	12-solice capacity snap-in module	48
ME .		B86578-000	FOSC-ACC-SPLCEHLDR12-SMY	12-splice capacity (high density) snap-in module	100

[&]quot;Splice tray dimensional information can be found in the Engineering Section.
"Tyco Electronics SMOUV splice sleeves are highly recommended for use with these trays/modules.



SMOUV splice protection sleeves

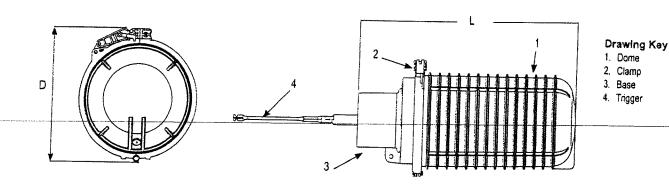


Fiber Type	Part Number	Description	Sleeve Information	Kits/ Pkg	
SMOUV Fusio	n Splice Protection	on Sleeves			
Single Fiber	693979-000	SMOUV-1120-01-US	Heat-shrinkable, 60mm, single liber spike protection sleeve	100	
Single Fiber	143339-000	SMOUV-1120-02-US	Heat-shrinkable, 45mm, single liber splice protection sleeve	100	
Ribbon Fiber	523498-000	SMOUV-1120-R2/12-US	Heat-strinkable, 42mm, 12 liber nition splice protection sleeve	50	

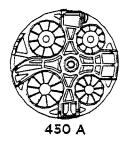


In the following section you will find dimensional and assembly information and drawings related to FOSC 450 fiber optic splice closures and accessories. Additional information is available upon request.

Closure Dimensions



Gei-Block Profiles





Closure Size (Dimensions in inches)	Closure	Size	(Dimensions	in	inches)
-------------------------------------	---------	------	-------------	----	---------

	А	85	B6	C6	D6
Total closure length, excluding trigger	19	19	24	23	30
Closure outer diameter, including clamp	8	9.2	9.3	11.5	11.5
NOTE: Diameters excluding clamp are approximat	ely 2 inches i	ess.			

Cable port dimensions (Dimensions in inches) Number round cable ports 6

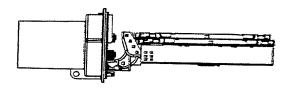
6 Cable diameter range .30-.87 .35-1 .35-1 .35-1 .35-1 (2X).39-1.10 (2X)

FOSC 450 Closure Family Assembly Drawings

Note: The drawings are not to scale

450 A

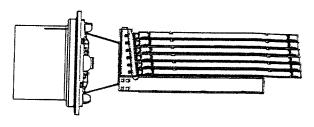
Shown with 2 standard splice trays and tall version stack basket



450 B Shown with 6 standard splice trays and standard version stack basket

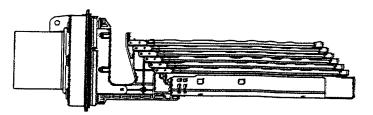
450 BS (B Short)

Shown with 6 standard splice trays and standard version stack basket



450 C/D

D size shown with 6 standard splice trays and standard version stack basket Note: FOSC 450 C closure is not shown, but will replicate the D size with the exception of shorter trays, basket, and dome





UCAO Splice Closure

grounding only

KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109

5/11/16

APPROVED AS NOTED

RESUBMIT

DATE

BY __Class

CORNING

The UCAO Splice Closures accommodate fiber optic cables and provide excellent environmental protection for up to 60 single-fiber splices.

The lightweight, watertight design of these compact closures features a hinged case with a lid secured with flip-locking clips for ease of access and re-entry. Each UCAO comes equipped reusable seals that require only cleaning and lubrication.

The UCAO Splice Closure is suitable for aerial, underground or direct-buried applications. Four in-line ports allow up to a total of 28 mm cable dimaeters. A modular splice tray stacker holds up to five splice trays. No special tools are required for closure assembly and re-entry.

Features and Benefits

Compact, lightweight, watertight design

Can be used in aerial, underground or direct-buried applications

Hinged case with snap-open clips

Easy access and re-entry

Reusable seals

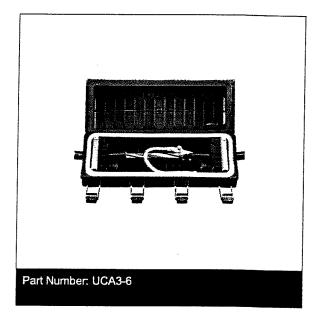
Requires only cleaning and lubrication

Modular splice tray stacker holds up to five splice

Accommodates up to 60 single-fiber splices

No special tools required

Simple, cost-effective field installation



Specifications

General Specifications

Application

Mounting Type

Product Type

Customer premises environments, Carrier Networks, CATV environments

Wall-Mountable, Pole-mount

FOH Closures

Design - Hardware

Number of Cable Entries

Total Splice Capacity

4

0 single-fiber splices

UCAO Splice Closure

grounding only



Design - Hardware

Trays Capacity

0

Number of Splice Shelves Included

0

Mechanical Characteristics

Dimensions (HxWxD)

12.4 cm x 15.0 cm x 30.8 cm (4.8 in x 5.9 in x 12.1 in)

Weight

1.5 kg (2.5 lb)

Ordering Information

Part Number

UCA3-6

Product Description

UCAO Splice Closure, grounding only

EAN Code

4056418201504

Lubricant, (1) Brush

Shipping Information

Units per Delivery

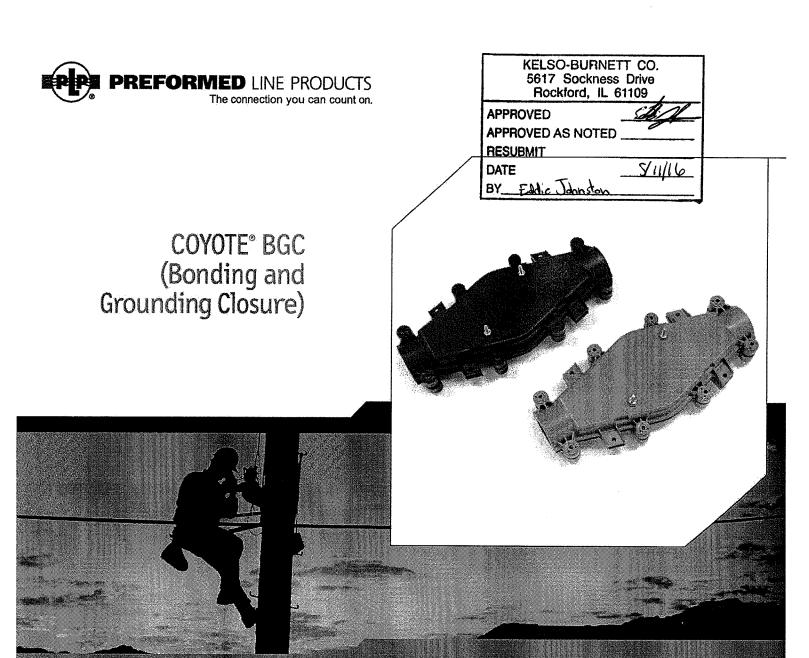
1/1

Package Contents

Carton contents: (1) Closure with tray stacker and (2) Sealing wedges; (1) Sealing paste - labeled as "Dichtpaste"; (3) Strain-relief brackets; (5) Buffer tube holders; (1) Sealing gasket; (1) Sealing tape; (3) Ground wires; (3) Hose clamps. Accesory Kit: (2) Precut sealing tape, (2) Prewrapped dummy plugs, (2) Bar clamps for sealing wedges, (4) Bolts for sealing wedges, (1) Gauge for sealing tape, (2) Cleaning tissues, (1)

Corning Optical Communications LLC • PO Box 489 • Hickory, NC 28603-0489 USA 800-743-2675 • FAX: 828-325-5060 • International: +1-828-901-5000 • www.corning.com/opcomm

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ENERGY



SPECIAL INDUSTRIES



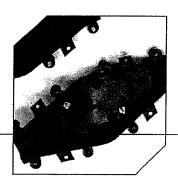
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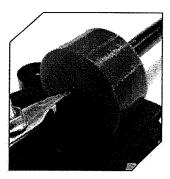


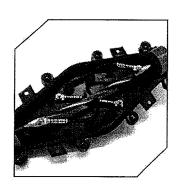












PLP Fiber Optics Products COYOTE® BGC (BONDING AND GROUNDING CLOSURE)

Description

The COYOTE BGC (Bonding & Grounding Closure) is the latest edition to the COYOTE Fiber Optics product line for your Fiber to the Home, Node, or Curb deployments.

The Closure's compact size and versatile grommet system make this rugged closure the economical choice for your bonding and grounding applications in new or existing network designs. The COYOTE BGC represents the maximum versatility, reliability and technical support you've come to expect from PLP.

Installation

The installation process requires 5 easy steps.

- 1 Remove cable sheath
- 2 Install bond connectors
- 3 Install provided grounding leads
- 4 Install factory slit grommets over cable
- 5 Bolt closure assembly together

Features

- Compact Size 17" L x 7" W x 2.5" D
- Designed for aerial, below grade or pole/wall mount applications
- Flame retardant designs available for vault applications
- Internal bonding leads with double crimped compression lugs designed to ensure a reliable bonding connection
- Two ground stud design provides ability to troubleshoot without entering closure assembly
- Factory slit, craft friendly grommet system reduces assembly time
- Flat shape promotes mounting in small areas
- Captive hardware ensures quick, easy installation

Reliability

The COYOTE BGC is manufactured in accordance with ISO9001:2008 procedures to assure quality and is backed by the field experience and support PLP has been noted for since 1947.

For more information, contact your local PLP sales representative.



World Headquarters 660 Beta Drive Cleveland, Ohio 44143

Mailing Address: P.O. Box 91129 Cleveland, Ohio 44101

Telephone: 440.461.5200 Fax: 440.442.8816 Web Site: www.preformed.com E-mail: inquiries@preformed.com

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atalog Number	Description
OYBGC-001	Supports cable diameter range of .40"60" (10.7 mm - 15.2 mm)
OYBGC-002	Supports cable diameter range of .60"85" (15.2 mm -21.6 mm)
COYBGC-003	Supports cable diameter range of .85"96" (21.6 mm - 24.4 mm)
(0.0)/(01	FE BGC Closure Kit Options for Vault Applications (Flame Retardant)
OYBGCFR-001	Supports cable diameter range of .40"60" (10.7 mm - 15.2 mm)
DYBGGFR-002	Supports cable diameter range of .60"85" (15.2 mm - 21.6 mm)
YBGCFR-003	Supports cable diameter range of .85"96" (21.6 mm - 24.4 mm)
	Mounting Bracket Kits
8003832	Aerial Mounting Bracket Kit - Strand Applications
8003835	Hand Hole Mounting Bracket
8003830	Pole/Wall Mounting Bracket

Durand School District #322 DESIGN AND CONSTRUCTION CONTRACT

PROJECT: The design and construction of a fiber optic network for Durand School District#322 from the outline of the RFP in attachment "A"

CONTRACT PRICE: \$454,440.00 Four hundred fifty four thousand, four hundred forty dollars and zero cents.

PROJECT SUBSTANTIAL COMPLETION DATE: August 30, 2016

ADDENDA:

NONE ISSUED

ATTACHMENTS:

Attachment "A" Durand SD #322 RFP

Attachment "B" Kelso-Burnett Response

Attachment"C" Approved permit drawings

Attachment "D" Schedule of values provided by Kelso-Burnett Co.

The above terms are hereby incorporated by reference into this Design and Construction Contract and are more fully described in the provisions that follow.

In consideration of the Contract Price and the Project to be performed for it, Owner and Contractor agree to the following terms and conditions (Durand SD #322 RFP):

<u>1.</u> Contract Documents. The contract attachment "A" includes Durand SD #322 Design/Construction Contract (the response), Contractors Proposal as attached as Owners Request for proposal attached as attachment "B", and the approved permit drawings are attached as attachment "C" and a schedule of values as attachment "D".

This may be adjusted by restrictions placed on the contractor from the AHJ of Stephenson County, Winnebago County, IDOT or others from time to time as the project progresses. These form the entire contract between the parties. To the extent that any term of this Agreement is inconsistent with anything in the other Contract Documents, this Agreement shall control.

Project Scope. The scope of the Project is as summarized on the first page of this 2. Agreement and in Contractor's Proposal but shall further include all additional items necessary to conform to this Agreement. Contractor shall design, administer, construct and supervise the Project in a professional manner, delivering the completed Project to Owner in "turn-key" condition with all elements fully operational. No network electronics or equipment is included in this contract.

- Site Work. Contractor shall assist Owner, at Owner's expense, in identifying and acquiring all easements permits and rights of way which are necessary to effectuate the Project.
- (b) Design Phase. The Design Phase shall address the development of plans and specifications for the Project. The submitted permit drawings are the basis of this design. These drawings will be approved and submitted by the contractor then delivered to the owner, county, and IDOT engineers for review and final approval.
- **(i)** Development of Preliminary Plans for Project. The "Preliminary Plans" are the drawings provided or to be provided by Contractor which illustrate the design of all elements of the Project to meet the requirements set forth in this Agreement. During preparation of the Preliminary Plans, Contractor shall consult with Owner and its consultants, if any, to ascertain Owner's requirements for the Project. Contractor is responsible for developing preliminary engineering calculations for the Project components.
- (ii) Development of Plans and Specifications. The Plans and Specifications shall describe the design and configuration of the Project, its electrical components, and other elements of the Project necessary for construction. The Plans and Specifications shall be prepared in CADD computer software and shall be sufficient to obtain approval of all authorities having jurisdiction over the Project construction. Installation of the duct system for the owner is based on normal soil conditions. The installation footages submitted are 46,200 feet to be installed by vibratory plowing methods and 23,500' to be installed by horizontal directional drilling methods. The 30 hand holes will be located at all 90 degree tums and regular intervals throughout the route. In the event that "rock" soil or impassable locations are encounter along the proposed path an alternate path will be discussed. If an alternate is unavailable and it is determined that a "rock bore" or "rock saw" method is necessary, installation costs will be submitted and approved by owner prior to installation being completed.
- (c) Construction - The "Work" shall include all labor, materials, tools, equipment, transportation, temporary utilities (including telephone, sanitary facilities, heat, water, electricity, gas or other utilities used during construction), fencing and safety barricades, storage, supervision, component construction facilities, testing, engineering and other services, as needed, to complete the construction described in the Contract Documents.

Contractor warrants that the Work shall be accomplished in accordance with the standard practices of the construction industry, consistent with all applicable governmental rules, ordinances and codes, and the Contract Documents. No substitutions or changes shall be made to the Plans and Specifications during construction without prior oral approval of Owner or Owner's Representative.

The provisions of Contractor's Proposal with respect to the services to be provided by Contractor are incorporated herein by reference.

- Contract Price. The Contract Price shall not include any right of way costs, easement fees, pole lease fees, make ready, permits, allowances, alternates, or unit costs except as expressly stated in the Contract Documents. Ownership of Design Documents. The Plans and Specifications for the Project, and the copyright thereof, shall remain the property of Contractor, and may not be used by Owner for bidding or construction of any other facility, or disseminated to others, without the prior written approval of Contractor; except that after Final Payment (as defined in Article 19) Owner shall have a limited license to use the Plans and Specifications for making repairs and modifications to the Project, provided that Owner shall indemnify, defend and hold Contractor harmless from and against any and all loss, cost, liability. damage or claims (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Contractor as a result of (a) changes made to the Plans and Specifications by any parties other than Contractor or (b) use of the Plans and Specifications in contravention of the limited license granted to Owner herein. Owner shall not have the right to use the Plans and Specifications for any other purpose without the consent of and further compensation paid to Contractor, as agreed to between the parties. The provisions of this paragraph do not apply to the duties and obligations of the Village to disclose information as required by State and Federal law.
- <u>4.</u> Subcontractors. The term "Subcontractors" includes all subcontractors and material suppliers of every tier which provide a portion of the design and/or construction of the Project. Within fifteen (15) days of completion and approval of the Plans and Specifications, Contractor shall prepare and deliver to Owner its list of subcontractors for the Work. Contractor shall update its Subcontractor list, listing all Subcontractors hired directly by Contractor which will perform any portion of the Work on the Project Site, with any changes or substitutions made during the course of construction of the Work. Owner shall have the right to reject any Subcontractor, whether originally designated or later named, within a reasonable time after receipt of the Subcontractor list or any update of it.
- 5. Project Schedule. Within ten (10) days after Contractor executes this Agreement. Contractor shall submit to Owner a revised detailed critical path schedule (the "Project Schedule"), including targeted dates of completion of Preliminary Plans and the Plans and Specifications and commencement and completion of all construction and other requirements of this Agreement through the Project Substantial

Completion Date, Contractor shall monitor scheduled progress and provide monthly updates and revisions of the Project Schedule, as needed, to Owner.

- 6. Project Substantial Completion Date. The Project Substantial Completion Date shall be the date when the entire Project can be used for the purpose for which it was intended; only "Punchlist" items (as hereinafter defined) shall remain after such date.
- 7. Representatives. Owner and Contractor have designated their respective Representatives on the Project as identified on Page 1. All communications required or desired to be given under this Agreement shall be directed to Owner's Representative or Contractor's Representative, as applicable. Such persons shall be the only persons with authority to fulfill instructions, issue orders and directions, and to make binding changes in the Project, Work or scheduling, except in an emergency involving the safety of persons or equipment.
- 8. Progress Meetings. Owner's Representative and Contractor's Representative shall attend "Progress Meetings" at the Project Site, or such other location as the parties agree, monthly or at such intervals as are agreed to by the parties. Progress of the Project shall be reported in detail, with reference to the Project Schedule, by Contractor. Contractor shall supply to Owner a written report listing the status of all Changes (as hereinafter defined) to the Project, however occasioned. Contractor's Subcontractors shall attend these Progress Meetings as necessary for the orderly administration of the Project.
- 9. Performance and Supervision of Work. All Work performed by Contractor or its Subcontractors hereunder shall be performed in a safe, good and workmanlike manner. Contractor shall supervise and direct the Project efficiently, using its best skill and attention. Contractor shall provide competent and suitably qualified personnel to perform the services and will at all times maintain discipline and order at the Project Site. All materials and supplies used in providing or incorporated into the Work shall be of the quality and kind specified in the Plans and Specifications, All materials and equipment shall be installed in accordance with the instructions of the applicable manufacturer, except as otherwise may be provided in the Plans and Specifications. All installations shall be of directional drilling or vibratory plowing in all normal conditions. If alternate methods are required due to changes in soil conditions and approved by both the owner and contractor (i.e. Rock drilling or rock sawing methods) additional rates will apply. These rates will be negotiated and will be considered fair to both the owner and contractor. Contractor shall be responsible for the design of the Plans and Specifications, for the means, methods, techniques and sequences of construction, and for the finished construction fully complying with the Project requirements. If information or selections in addition to the Plans and Specifications are required during the course of construction, Contractor shall cease proceeding in the area(s) requiring clarification until Contractor receives such clarification or direction from Owner.

- 10. Safety Requirements. Contractor shall comply with all safety laws, ordinances, rules, regulations, and orders of all public entities and agencies having authority over the Project, or any portion thereof, expressly including, but not limited to, regulations, rules, and safety/health standards of the United States Occupational Safety and Health Administration (OSHA). Contractor shall promptly report in writing to Owner all accidents, safety and health hazards identified and injuries to persons, giving full details and statements of witnesses.
- 11. Regulatory Compliance. Contractor shall, at its expense, comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Project ("Applicable Laws"). Contractor shall also comply with any such Applicable Laws enacted after the date of this Agreement which are applicable to the Project; provided, however, if any Applicable Law enacted after the date of this Agreement requires a change which increases Contractor's cost to perform the Project, Contractor shall be entitled to a Change Order increasing the Contract Price in an amount equal to the increase.
- 12. Inspection and Access. Owner and its consultants and agents shall be entitled to inspect the Work at all times. Owner and its separately retained contractors also shall have the right to enter the Project Site for purposes of performing construction on the Project not included in the Work upon reasonable prior notice to Contractor.
- <u>13.</u> Restoration. Upon completion of construction Contractor shall restore those portions of the Project Site not permanently affected by the Project to substantially the same condition they were in prior to commencement of construction.
- 14. Permits. At the expense of Owner, Contractor shall obtain and pay for all necessary permits, licenses or other approvals required for design of Plans and Specifications and for the performance of its Work. Contractor shall provide to Owner a copy of all applicable permits relating to the Work before construction commences at the Project Site. For greater clarity, all costs for the above mentioned items shall be paid by Contractor and billed directly back to Owner as a pass thru cost. All said invoices shall be paid within a 30-day period.
- 15. Changes. "Changes" shall be defined to include any and all modifications, deletions and additions to the Plans and Specifications or the Agreement. Except as provided in Section 2(c), Changes shall be made only after execution of a written Change Order by Owner and Contractor. Each Change Order shall:
- (a) describe the portion of Project being added, deleted or otherwise modified;

(b) indicate the amount being added or deleted from the Contract Price for the change, if any, including costs for labor, materials, rental costs, utilities, insurance, fringe benefits and any other applicable costs; and indicate any change in the Project Schedule as a result of the Change.

Contractor's Representative shall maintain a Change Order log and shall diligently secure responses from all appropriate persons regarding each Change Order. Contractor shall further compile an "as-built" set of Plans, annotated with all Changes to the Project, and deliver the as-built Plans to Owner upon receipt of Final Payment.

16. Progress Payments. The Contract Price shall be due from Owner to Contractor And paid in full at Substantial Completion, as defined herein. Substantial completion is defined for this contract as the contractor has submitted to the owner, a complete set of OTDR test results. These results will be bi- directional at 1310nm and 1550nm and conform to TIA/EIA-526-7 method B standards for the entire new fiber cable installed for the owner as part of this contract.

Contractor warrants that title to all Work subject of a Progress Payment shall pass to Owner no later than the time payment is received for each portion of the Project. Progress Payments shall be subject to Owner's inspection and approval of the Work subject thereof. Contractor shall comply with all reasonable requirements of Owner's lender and/or title escrow agent, if any, regarding the disbursement of payments and shall supply any other information as they may reasonably require throughout the course of completion of the Project. Before making payment to Contractor, Owner shall have the right to require satisfactory proof of payment by Contractor of amounts due to Subcontractors and suppliers for labor and materials furnished in the performance of the Work hereunder. Owner may request that Contractor furnish an affidavit stating that all such bills have been paid in full and that there are no outstanding claims, admitted or disputed, except as stated.

Payment shall be made in conformance with the Prompt Payment Act. The attached schedule of values listed will be the basis of payment. Billing, based on percentages of completion per value, will be used to complete the billing for this project. Completion percentages of the work performed by the contractor will be submitted to the project manager for the owner. This will be on a monthly basis.

Payments may be withheld by Owner in whole or in part to the extent necessary to protect Owner from any loss caused by Contractor, or its Subcontractors, because of: (1) defective work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of claims against Owner or its property; (3) failure of Contractor to make payments due its Subcontractors; (4) damage to Owner or its property; and (5) persistent failure to carry out the Project in accordance with the Contract Documents. If any portion of a Progress Payment applied for by Contractor shall not be paid by Owner, the reason for holdback shall be promptly provided. Retention will be 10% of total billing per payment. All retention will be paid within 30 days of substantial completion.

- <u>17</u>. Make Ready Passed on to Owner. Utilities will require that all make ready costs be paid by the Owner. The Contractor's Proposal included an estimate of potential make ready costs. The actual charges billed by the respective authority will be the financial responsibility of the Owner, whether greater or less than the estimate.
- 18. Punchlist. Contractor shall notify Owner when it believes substantial completion of the entire Work has been achieved. Owner, and/or any independent consultant engaged by Owner, shall then inspect the Project Site with Contractor and shall prepare and deliver to Contractor within five (5) days thereafter, a written "Punchlist" indicating item of construction which are not in material conformity with the Contract Documents. Contractor and Owner shall then set a reasonable time for completion of Punchlist items by Contractor. Pending completion of Punchlist items, Owner may withhold an amount equal to but not greater than one and one-half (1%) times the estimated cost to complete Punchlist items from amounts due to Contractor.
- 19. Final Payment. "Final Payment," consisting of the amount withheld to cover the cost of completing Punchlist items, shall be made by Owner to Contractor within forty-five (45) days after receipt of Contractor's final invoice, which may be submitted after final completion of Punchlist items. As a condition to Final Payment, if requested by Owner, Contractor shall submit to Owner full waivers of lien, waiving the rights of Contractor and all Subcontractors for the services, labor and materials provided to the Project. Contractor shall assign to Owner all manufacturers' and suppliers' warranties respecting any part of the Work. Contractor shall also deliver to Owner upon receipt of Final Payment a set of Plans and Specifications annotated to show the Project "as-built."
- 20. Waiver of Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations or breach of its respective representations hereunder, including but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), cost of capital, or claims of customers, in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including but not limited to breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.
- 21. Liens. Provided that Owner shall make payment of amounts due to Contractor, Contractor shall keep the Project Site free from any liens by Contractor, its Subcontractors or engineers retained by Contractor, or their respective assigns. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor, Subcontractors, or such architects or engineers, except upon

express prior written consent of Owner. If, because of any act or omission of Contractor or anyone claiming through or under Contractor, any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record within thirty (30) days after receiving notice thereof, and shall indemnify and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonable attorney fees, resulting therefrom or by reason thereof.

<u>22.</u> Insurance. Contractor shall purchase and maintain insurance from a company or companies authorized to do business in the State where the Project Site is located, to protect Contractor and Owner from claims which may arise out of or result from operations under the Agreement by Contractor or its Subcontractors, or by any one directly or indirectly employed by them or by any one for whose acts they may be liable, as follows:

Worker's Compensation Insurance written for not less than the statutory limits required by the State of Illinois and including Employer's Liability Coverage for injury to any person due to accident or disease;

- (a) Commercial General Liability Insurance coverage, including: Bodily Injury, Personal Injury, Property Damage, including Broad Form Property Damage, Explosion, Collapse and Underground Damage Liability, Contractual Liability, and Products Liability/Completed Operations, with limits of not less than a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which may be satisfied in part by Umbrella Liability Insurance coverage.
- (b) Automobile Liability Insurance coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- (c) Umbrella/Excess Insurance coverage in excess of the insurance described in clauses (a) through (c) above, with a limit of not less than \$5,000,000.
- (d) Professional Liability Insurance coverage in an amount not less than \$1,000,000 per claim and in the aggregate, or blanket liability of not less than \$5,000,000, insuring against negligent performance of Contractor's design services.

Owner shall carry "Builders Risk" Property Insurance on a replacement cost basis for physical loss to the Work during construction.

Contractor acknowledges that, if necessary, the insurance requirements set forth in this Contract may be varied by Owner's lender(s) or insurance carrier, except that the limits for liability shall not exceed the amounts listed above. Contractor agrees to enter into reasonable modifications of this Article upon the request of Owner, provided Owner bears any additional cost occasioned thereby.

Durand School District will be added as an additional named insured on all referenced policies.

Certificates evidencing Contractor's insurance coverages as required above shall be delivered by Contractor on an Accord or equivalent form to Owner within ten (10) days after Owner's request and shall contain a provision requiring written notice to Owner at least ten (10) days prior to the cancellation, non-renewal or material modification of any such policies.

If Contractor fails to purchase or maintain any insurance required under this Paragraph, Owner may, but shall not be obligated to, purchase the insurance and shall be reimbursed by Contractor for the reasonable cost of same.

Contractor hereby waives all rights against Owner, all other contractors and all subcontractors for damages caused by fire or other perils to the extent covered by property insurance. Contractor shall be responsible for insuring all materials, equipment and supplies destined to become a permanent part of the completed Project, from the time of delivery to Contractor until the time such materials, equipment and supplies are delivered to the Project Site.

- 24. Indemnification. Contractor shall indemnify, defend and hold harmless Owner and its successors and assigns from and against any and all loss, cost, damage expense, liability or claim (including, without limitation, reasonable attorneys' fees and disbursements) arising or resulting from or caused by negligent or wrongful acts or negligent omissions of Contractor or of any subcontractor, consultant or engineer retained by Contractor, or any of its or their partners, directors, officers, employees or agents or anyone for whose acts Contractor may be liable as it relates to the scope of this Agreement, except to the extent such loss, cost, damage, expense or claim is due to any negligence or willful misconduct of Owner or any other person.
- <u>25.</u> Warranty. Contractor shall warrant, from the Project Substantial Completion Date, all services, labor and materials supplied to complete the Project for a period of one (1) year, or such longer time as is set forth in the Specifications or provided by any manufacturer of equipment furnished for the Work (the "Initial Warranty Period") to meet the requirements of the Contract Documents (the "Warranty"). Contractor shall repair or replace any defective material or workmanship within thirty (30) days after notice of such defect during the Initial Warranty Period, or such longer time as Owner may reasonably agree if necessary to obtain custom-made materials or equipment. Notwithstanding anything in the foregoing to the contrary, if any correction of defective Work cannot reasonably be completed in thirty (30) days as provided above, and expressly provided that Contractor has promptly commenced and is diligently continuing efforts to effect such cure, the time for completion of correction of the defective Work shall be extended as reasonably necessary to permit completion. Extensions under the foregoing sentence shall include. without limitation, time necessary for ordering of required materials to correct the defective Work. Notwithstanding anything in this Agreement to the contrary, if repair or replacement of defective material or workmanship is of an emergency nature for purposes of safety and/or causes interruption of Owner's operations, Contractor shall immediately repair or replace the defective material or workmanship to remove the safety problem and/or permit resumption of operations. Contractor shall bear the expense of correcting any work of others destroyed or damaged by removal or replacement of warranted Work.

- 26. Infringement. Contractor shall indemnify, defend and hold Owner harmless from and against any and all claims, damages, expenses and liability for infringement of any patent, trademark or other assertion of intellectual property right for the Work performed or for any method or manufacturing process performed by Contractor's Work under this Agreement. Owner shall promptly tender defense of any such claim to Contractor to be conducted by Contractor's counsel and shall cooperate with Contractor to facilitate the defense or settlement of such claim. If Owner's use of any item supplied by Contractor is adjudged or stipulated to constitute an infringement, Contractor shall, at its expense, obtain for Owner rights to the patent or modify or replace any item with a noninfringing item meeting the requirements of the Contract Documents.
- 27. <u>Delay.</u> Neither Owner nor Contractor shall be liable to the other for any delay or failure in performance hereunder due to fires, strikes, threatened strikes, stoppage of work, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes which are beyond the control of the party unable to perform, other than insufficiency of funds, specifically including but not limited to delays caused by Owner or third parties, permitting delays, inability or delay in securing right of way or easements, inclement weather, unexpected subsurface or environmental conditions (hereinafter "force majeure"). If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Should the Project be delayed by Owner, by contractors separately retained by Owner for construction not a part of this Agreement, or for other reason beyond Contractor's reasonable control, Contractor shall be entitled to a Change Order extending the Project Substantial Completion Date to reflect the actual delay to the Project.
- 28. Termination.By Owner. Owner may terminate this Agreement with or without cause (a "Termination") seven (7) days after delivery of written notice to Contractor. In the event of any such Termination, Contractor's recovery against Owner shall be limited to the portion of the Contract Price earned for the portion of the Project performed, together with any earned Retainage withheld, less the sum of all payments made as of the date of Termination. Upon receipt of notice of Termination, Contractor shall make every reasonable effort to procure cancellation of materials and equipment and to limit Contractor's costs for them. Termination "with cause" means that the Termination is based on Contractor's failure to comply with the terms and conditions of this Agreement.
- By Contractor. Contractor shall have the right, by giving Owner not less than thirty (30) (a) days written notice, to terminate this Agreement if Contractor shall have been prevented by conditions beyond the control and without the fault of Contractor: (1) from commencing performance of this Agreement for a period of six (6) months from the date of this Agreement.
- 29. Suspension. Upon written notice to Contractor, Owner may suspend the performance of the Project (a "Suspension"), in whole or in part, provided an adjustment to the Project Substantial Completion Date is made for actual time lost by Contractor and the Contract Price is amended to reflect any added costs reasonably incurred by Contractor as a result of Suspension. No adjustment shall be made if the cause for Suspension is due to the act or omission of Contractor. Contractor shall notify Owner if it reasonably believes

Suspension is warranted due to unforeseen circumstances which may adversely affect the quality of the Project, but the option to call for a Suspension shall remain solely with Owner. Contractor shall resume the Project within thirty (30) days after Owner's notice to do so, unless the parties agree otherwise in writing.

<u>30.</u> <u>Disputes.</u> If controversies or daims arising out of or relating in any way to this Agreement are not settled within forty-five (45) days after written notice by one party providing notice to the other of the dispute, then upon a further written demand by either party, the parties agree to mediate the dispute at a neutral site with mutually agreed upon mediation procedures.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorney's fees, as were incurred by the prevailing party relative to such action. This provision shall survive Final Payment.

- <u>31.</u> Surety Bonds. As a condition of this Agreement Owner reserves at all times the right to require Contractor to furnish a Performance Bond and a separate Labor and Materials Payment Bond, which shall provide a direct right of action against the surety by a daimant. Each such bond shall be in a sum equal to 100% of the Contract Price stipulated herein, shall be in a form satisfactory to Owner, and shall be underwritten by a surety company authorized to do and doing business in the state where the Project Site is located. Unless otherwise provided for in the Contract Documents, the premiums for any such bond shall be paid for by Owner.
- 32. Confidentiality; Publicity. Contractor shall not disclose any information received from Owner, including, but not limited to, documents and specifications to which Contractor has access through performance of its obligations hereunder, to any third parties except as is necessary to perform its obligations hereunder, or use such information for any purposes other than the performance of its obligations hereunder. Contractor may disclose that it has been retained for the Project, and may disclose in its promotional and advertising materials, with Owner's prior written approval, that Owner is one of its clients.
- 33. Statute of Limitations. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the Project Substantial Completion Date,
- 34. Representations of Contractor. By executing the Agreement, Contractor represents and warrants to Owner that (a) Contractor is financially responsible and has sufficient liquidity to meet its financial responsibilities under the Agreement; and (b) Contractor has carefully examined the Contract Documents, has visited and examined the Project Site, and has familiarized itself with the local conditions under which the Work is to be performed. The parties agree that the foregoing shall not preclude Change Orders necessitated by a change in the original scope of the Work.
 - 35. Independent Contractor. Contractor shall perform its obligations hereunder as an

independent contractor, and nothing herein shall be construed as creating any other relationship between the parties hereto, including, but not limited to, employment, partnership, agency or joint venture. Neither Contractor nor Contractor's Subcontractors nor the employees of any of them shall be deemed for any purpose to be employees of Owner. Contractor represents and warrants to Owner that Contractor has all necessary licenses and approvals required by applicable law to act as contractor in connection with the Work.

- 36. Presumptions Regarding Contract Documents. The Contract Documents shall be construed without regard to any presumption or other rule requiring construction against the party causing the Contract Documents or any of the provisions thereof to be drafted or prepared.
- 37. Work during Mediation. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any mediation proceedings instituted hereunder or lawsuit arising out of this Agreement and Owner shall continue to make payments to Contractor in accordance with the Contract Documents of amounts not in dispute.
- 38. Governing Law. This Agreement shall be subject to, governed by and construed under the laws of the State of Illinois.
- 39. Severability. If any provision of this Agreement or its application to any entity, person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of each other provision shall not be affected and shall be enforced to the greatest extent permitted by law.
- 40. Binding Effect. This Agreement shall be binding upon Contractor and Owner, and their respective successors and assigns. The persons executing this Agreement hereby represent that they have legal authority to bind the entity for which they sign. Neither party may assign or transfer this Agreement without the prior written consent of the other party.
- <u>41.</u> Notices. All notices or other communications required under the Contract Documents shall be made in writing and deemed properly given if sent by confirmed facsimile, hand delivered or mailed by certified or registered mail, return receipt requested, to the address of the parties listed on the first page of this Agreement. Notices given by facsimile or hand delivery shall be deemed received on the same day given, if prior to 5:00 p.m. on a business day, otherwise on the next occurring business day; and notices given by cartified or registered U.S. Mail shall be deemed received on the second business day after deposit in a U.S. post office.
- 42. Interpretation. The term "day" shall mean a calendar day unless otherwise specifically defined. Wherever in this Agreement the singular is used, the same shall include the plural number. Paragraph titles are for convenience only and do not define or in any way limit the scope or intent of the terms of this Agreement,

- 43. Entire Agreement. This Agreement and the other Contract Documents represent the entire understanding and contract of the parties, and supersede all other agreements, oral or written, regarding the subject matter hereof.
- 44. Execution. This Agreement may be executed in multiple counterparts and, when all counterparts are assembled together, shall constitute a single, complete, enforceable instrument. Facsimile signatures shall be as binding as original signatures for execution of this Agreement, Change Orders and other notices and approvals desired to be given or required under it. Each party covenants to exercise good faith in the subsequent circulation of documents bearing original signature(s) following facsimile transmission, but a receiving party shall be entitled to rely on the signed facsimile document.

45. Owner's Obligations.

- (a) Owner, within twenty-one (21) days of submission of Contractor, must approve in writing the final Plans and Specifications prior to start of construction.
- (b) Owner shall be responsible for the handling, removal and disposal of any environmentally sensitive materials, hazardous substances or waste, if encountered on the Project Site. Notwithstanding the foregoing, Contractor shall identify to Owner in advance of delivery any toxic substances or hazardous materials to be incorporated in, used or associated with the Work performed hereunder and shall advise Owner of all precautions to be taken for their use and disposal. When applicable, Contractor shall furnish to Owner a completed Material Safety Data Sheet for any materials furnished by Contractor hereunder as required by any federal, state, or local laws, ordinances or regulations. Any transportation or other handling of hazardous materials by Contractor shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations.
- (c) Owner assumes full responsibility to ascertain that the Project Site is properly zoned for the construction of the Project and its intended use.
- (d) Owner agrees to provide a full legal description or certified survey map of the Project Site prior to start of construction. Owner shall provide all surveys at Owner's expense unless otherwise specifically agreed. Contractor shall have the right to rely upon the accuracy of all information and documents provided by Owner.

OWNER: Durand School District #322 CONTRACTOR: Kelso-Burnett Co.

Durand School District #322 Fiber Contract | 2016

Name: Eddie Johnston Eddie

Title: Technology Oractor

Name: Scott NAILOR

Title: Project Manager

DESIGN AND CONSTRUCTION CONTRACT ATTACHMENT "A"

Durand SD #322 RFP

ATTACHMENT "B"

Kelso-Burnett Response

ATTACHMENT "C" Approved permit drawings

ATTACHMENT "D"

Schedule of Values

March 29, 2016

Mr. Eddie Johnson Durand CUSD #322 200 W. South Street Durand, IL 61024



Dear Mr. Johnson

Northern Illinois University, Division of Information Technology, is pleased to present this proposal to the Durand CUSD #322.

This memo is a follow-up on your form 470 through USAC. We will facilitate a link to your facility that provides Internet access and the capability to collaborate with most of the other schools in the area. Several E-rate compliant contracts will need to be accepted by your district to implement this approach.

The following is a summary of the 5 year contracts:

- 1. iFiber fiber optic transport
- 2. NIUnet bandwidth

Each service has a related yearly cost and a one-time startup cost as follows:

		1	VIUnet		iFiber	5 Year	(Cost	
Bandwidth	One	-time	,	Yearly	arly Yea		Total	Pe	er Mb
1 Gb	\$	11,616	\$	24,000	\$	7,200	\$ 167,616	\$	2.79
2 Gb	\$	23,911	\$	40,200	\$	36,000	\$ 404,911	\$	3.37
3 Gb	\$	23,911	\$	56,400	\$	36,000	\$ 485,911	\$	2.70

Bandwidth can be increased beyond 3 Gb to 10 Gb without an additional one-time charge. NIUnet will increase with the bandwidth purchased, but the iFiber transport will remain at \$36,000 per year. This means 10 Gb of Internet bandwidth will have an overall per Megabit cost of \$1.69 per month.

Some of the one-time implementation costs may be covered by the E-rate program under the proposed changes from USAC. We will work with you and your E-rate consultant to identify these costs and provide the appropriate description of materials and services to comply with the program.

If you have any questions or need additional information, please contact Roger Swenson at 815-753-8943.

Sincerely,



Roger Swenson, Senior Research Associate Division of Information Technology Northern Illinois University

Partnering to Connect Government & Education











Enterprise Solutions

Proposal For



1000 Mbps Fiber Internet Access

Presented by:

Cory Larsen
Mediacom Communications
Enterprise Networks Group
3900 26th Ave
Moline IL 61265

January 20, 2016



Enterprise Solutions Is The New Communications Provider We Offer Choices That Didn't Exist Until Now

Enterprise Business Networks provides a single integrated network solution for your voice, video, data and Internet communications. We offer data networking speeds that far exceed traditional options, and provide the foundation needed to implement all multimedia applications that are custom designed, delivered and managed to improve the productivity of your business.

Enterprise Business Networks can link your sites together with our fiber optic network, providing you with highly robust network speeds from 1 Mbps (million bits per second) up to 100 Mbps, 1,000 Mbps, OC-x and beyond! Alternatively, if you are a single location in need of high-speed access to the Internet, we can help. In either case our mission is clear: we are committed to providing you with the communications infrastructure you need to successfully meet your objectives, both now and in the future.

Businesses, schools (K-12), universities (13-20), hospitals and local governments/municipalities are among the many users of our services today. Anyone with high-speed networking requirements will benefit from our services. Why wait for the future when Enterprise Business Networks helps you realize your future today?

Company Goal:

Custom design, deliver and manage large LAN/WAN network solutions for faster and more economical bandwidth by leveraging strong fiber capacity within the local CATV fiber (HFC) infrastructure.

Enterprise Solutions is a Division of Mediacom

Overview of Proposed Services for Durand CUSD 322_

200 W South Durand IL

- The connection will be terminated with Mediacom's optical switches to be determined after network design.
- The Internet connection will be handed off by a Fast Ethernet connection.
- Mediacom will provide a managed service with remote monitoring and 24x7.
- Static IP's provided

This is a turn-key, lit solution with all equipment up to the d-mark provided by Mediacom

Enterprise Solutions is pleased to offer the Fiber solution for data communication

Managed Fiber Internet Access:

36 month agreement- Prices are before any Erate discount you may qualify for:

Bandwidth = 1000 Mbps - \$3200.00 monthly and \$0.00 installation

Note: This pricing reflects the technical information that we currently have. Any questions please contact Cory Larsen at 309-351-3930 or <u>clarsen@mediacomcc.com</u>

		irand CUSD322			
Vendor	Price (50 max)	Quality of Proposed Solution (25 max)	Quality of Reference (15 max)	Completeness of Document (10 max)	Total (100 max)
Piranto	40.0	25.0	15.0	10.0	90.0
Kelso	50.0	25.0	15.0	10.0	100.0
Divente					
Piranto					
Evaluator	Price (50 max)	Quality of Proposed Solution (25 max)	Quality of Reference (15 max)	Completeness of Document (10 max)	Total (100 max)
Eddie	40.0	25.0	15.0	10.0	90.0
	-	-	-	-	-
	-	-	-	-	-
Total	40.0	25.0	15.0	10.0	-
Number of Scorers	40.0	25.0	15.0	10.0	90.0
Group Score	40.0	25.0	15.0	10.0	90.0
G. 64.P 36616	1010	2010		20.0	7010
Kelso					
Evaluator	Price (50 max)	Quality of Proposed Solution (25 max)	Quality of Reference (15 max)	Completeness of Document (10 max)	Total (100 max)
Eddie	50.0	25.0	15.0	10.0	100.0
		-	-	-	-
	-	-		-	-
7-4-1	Ε0.0	25.0	15.0	10.0	100.0
Number of Scorers	50.0	25.0	15.0	10.0	100.0
Group Score	50.0	25.0	15.0	10.0	100.0

Component		Labor		Materials	Permits	As-builts	Tov	ver Rental	Comments
Hardware Software	\$	72,500.00	\$	110,000.00	\$ 8,550.00	\$ 11,200.00	\$	5,400.00	
									Tower rental is a fixed price for the 5y
Totals		72,500.00	\$	110,000.00	\$ 8,550.00	\$ 11,200.00	\$	5,400.00	duration.
Total Purchase Cost	\$	202,250.00							
Recommended Spares	\$	-							
		5 yrs		7 yrs					
Life Cycle Cost	\$	229,250.00	\$	229,250.00					
Points Attained	Ψ	100.0	Ψ	100.0					
Points Available		100.0		100.0					
% Points Attained		100%		100%					
Adjusted Cost	\$	229,250.00	\$	229,250.00					
Maintenance Cost									
Year 1	\$	5,400.00							
Year 2	\$	5,400.00							
Year 3	\$	5,400.00							
Year 4	\$	5,400.00							
Year 5	\$	5,400.00							
Year 6									
Year 7									

Link	Labor Materials			Permits	As-builts	Tower Rental		
Durand HS to Freeport Farm	\$ 18,250.00	\$	26,500.00	\$ 2,500.00	\$ 2,800.00	\$	-	
Freeport Farm to Wagon Wheel Farm	\$ 21,600.00	\$	31,500.00	\$ 1,800.00	\$ 2,800.00	\$	1,800.00	
Wagon Wheel Farm to Rockton Comms	\$ 14,400.00	\$	25,000.00	\$ 1,800.00	\$ 2,800.00	\$	1,800.00	
Wagon Wheel to Dolan	\$ 18,250.00	\$	27,000.00	\$ 2,450.00	\$ 2,800.00	\$	1,800.00	
Total (Included above)	\$ 72,500.00	\$	110,000.00	\$ 8,550.00	\$ 11,200.00	\$	5,400.00	

Component		Labor		Materials	Permits	As-builts	Tov	ver Rental	Comments
Hardware Software	\$	54,250.00		\$111,300.00	\$ 6,100.00	\$ 8,400.00	\$	3,600.00	
									1Gb option does not include a link
									requirement or pricing for "Wagon Wheel
Totals		54,250.00	\$	111,300.00	\$ 6,100.00	\$ 8,400.00	\$	3,600.00	to Dolan"
Total Purchase Cost	\$	180,050.00							
									Need to get clarification on why the
									500Mb connection requires 4 links, but th
1.10	_								1Gb only has 3 links listed in response.
Recommended Spares	\$	-							
		5 yrs		7 yrs					
Life Cycle Cost	\$	198,050.00	\$	198,050.00					
Points Attained	T	100.0	Т.	100.0					
Points Available		100.0		100.0					
% Points Attained		100%		100%					
Adjusted Cost	\$	198,050.00	\$	198,050.00					
			i						
Maintenance Cost									
Year 1	\$	3,600.00							
Year 2	\$	3,600.00							
Year 3	\$	3,600.00							
Year 4	\$	3,600.00							
Year 5	\$	3,600.00							
Year 6									
Year 7									

Link	Labor			Materials	Permits	1	As-builts	Tov	ver Rental
Durand HS to Freeport Farm	\$	18,250.00	\$	37,000.00	\$ 2,500.00	\$	2,800.00	\$	-
Freeport Farm to Wagon Wheel Farm	\$	21,600.00	\$	40,800.00	\$ 1,800.00	\$	2,800.00	\$	1,800.00
Wagon Wheel Farm to Rockton Comms	\$	14,400.00	\$	33,500.00	\$ 1,800.00	\$	2,800.00	\$	1,800.00
Total (Included above)	\$	54,250.00	\$	111,300.00	\$ 6,100.00	\$	8,400.00	\$	3,600.00

Component	Labor	Materials	Permits	-	As-builts	Tov	ver Rental	
Hardware Software	\$ 12,750.00	\$69,680.00	\$ 15,850.00	\$	1,200.00	\$	12,000.00	Capital Purchase and Monthly rental
Totals	\$ 12,750.00	\$ 69,680.00	\$ 15,850.00	\$	1,200.00	\$	12,000.00	
								Redundant Power not included in base bid
Total Purchase Cost	\$ 99,480.00							but listed as an option for an additional fee
								Service/Maintenance not included in the
								Base Bid but provided as options on quote for an additional fee.
Recommended Spares	\$ -							
								Tower Rental MRC of \$1000 per month
	5 yrs	7 yrs						
Life Cycle Cost	\$ 159,480.00	\$ 159,480.00						As Builts = foundation design drawings
Points Attained	100.0	100.0						
								Permits = estimated licensing, permit,
Points Available	100.0	100.0						tower rent and performance bond
% Points Attained	100%	100%						
Adjusted Cost	\$ 159,480.00	\$ 159,480.00						
Maintenance Cost								
Year 1	\$ 12,000.00							
Year 2	\$ 12,000.00							
Year 3	\$ 12,000.00							
Year 4	\$ 12,000.00							
Year 5	\$ 12,000.00							
Year 6								
Year 7								

Maplenet (Durand High to ATC to Hononehag 500Mbps - Managed Service) Managed Component Labor **Materials Permits As-builts** Comments Service Managed service solution - price does not increase during contract term all monitoring, repairs, redundant power \$ 44,400.00 included **Hardware Software** Totals \$ \$ \$ \$ \$ 44,400.00 Total Purchase Cost \$ \$ Recommended Spares 5 yrs 7 yrs Life Cycle Cost \$ 222,000.00 \$ 222,000.00 Points Attained 100.0 100.0 100.0 100.0 Points Available 100% % Points Attained 100% 222,000.00 222,000.00 \$ Adjusted Cost \$ **Maintenance Cost** Year 1 44,400.00 \$ 44,400.00 Year 2 \$

44,400.00

44,400.00

44,400.00

\$

\$

Year 3

Year 4

Year 5

Year 6 Year 7



WIRELESS RFP SUMMARY

Combined	Purchase Price	2nd Year 5-year Life-cycle Maintenance Cost	5-уе	ar Life-cycle Cost	Technical Evaluation Points	Adju	sted Cost
Kelso (500Mbps)	\$ 202,250.00	\$ 5,400.00	8	229,250.00	100	\$	229,250
Kelso (1GB)	\$ 180,050.00	\$ 3,600.00	₩	198,050.00	100	₩	198,050
Maplenet (Durand High to ATC to Hononehag 500Mbps)	\$ 99,480.00	\$ 12,000.00	\$	159,480.00	100	\$	159,480
Maplenet (Durand High to ATC to Hononehag 500Mbps - Managed Service)	\$	\$ 44,400.00	₩.	222,000.00	100	₩.	222,000

Component	Labor	Materials	Permits & Spicing	As-builts	F	Down Payment	Red	curring	Comments
Hardware Software	\$ 152,020.00	\$ 41,112.00	\$ 3,925.00	\$ 2,800.00					
Totals	\$ 152,020.00	\$ 41,112.00	\$ 3,925.00	\$ 2,800.00	\$	-	\$	-	
Total Purchase Cost	\$ 199,857.00								
Recommended Spares	\$ -								
	5 yrs	7 yrs							
Life Cycle Cost	\$ 199,857.00	\$ 199,857.00							
Points Attained	100.0	100.0							
Points Available	100.0	100.0							
% Points Attained	100%	100%							
Adjusted Cost	\$ 199,857.00	\$ 199,857.00							

Maintenance Cost	
Year 1	\$ -
Year 2	\$ -
Year 3	\$ -
Year 4	\$ -
Year 5	
Year 6	
Year 7	



KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109

APPROVED

APPROVED AS NOTED

RESUBMIT

DATE

BY_

COYOTE® BGC (Bonding and Grounding Closure)



COMMUNICATIONS



ENERGY



SPECIAL INDUSTRIES



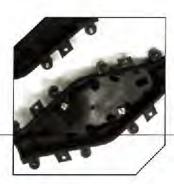
SOLAR

















COYOTE® BGC (BONDING AND GROUNDING CLOSURE)

Description

The COYOTE BGC (Bonding & Grounding Closure) is the latest edition to the COYOTE Fiber Optics product line for your Fiber to the Home, Node, or Curb deployments.

The Closure's compact size and versatile grommet system make this rugged closure the economical choice for your bonding and grounding applications in new or existing network designs. The COYOTE BGC represents the maximum versatility, reliability and technical support you've come to expect from PLP.

Installation

The installation process requires 5 easy steps.

- 1 Remove cable sheath
- 2 Install bond connectors
- 3 Install provided grounding leads
- 4 Install factory slit grommets over cable
- 5 Bolt closure assembly together

Features

- Compact Size 17" L x 7" W x 2.5" D
- Designed for aerial, below grade or pole/wall mount applications
- Flame retardant designs available for vault applications
- Internal bonding leads with double crimped compression lugs designed to ensure a reliable bonding connection
- Two ground stud design provides ability to troubleshoot without entering closure assembly
- Factory slit, craft friendly grommet system reduces assembly time
- Flat shape promotes mounting in small areas
- Captive hardware ensures quick, easy installation

Reliability

The COYOTE BGC is manufactured in accordance with ISO9001:2008 procedures to assure quality and is backed by the field experience and support PLP has been noted for since 1947.

For more information, contact your local PLP sales representative.



World Headquarters 660 Beta Drive Cleveland, Ohio 44143

Mailing Address: P.O. Box 91129 Cleveland, Ohio 44101

Telephone: 440.461.5200 Fax: 440.442.8816 Web Site: www.preformed.com E-mail: inquiries@preformed.com

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Catalog Number	Description
COYBGC-001	Supports cable diameter range of .40"60" (10.7 mm - 15.2 mm)
COYBGC-002	Supports cable diameter range of .60"85" (15.2 mm - 21.6 mm)
COYBGC-003 Supports cable diameter range of .85"96" (21.6 mm - 24.4 mm)	
COYO	E BGC Closure Kit Options for Vault Applications (Flame Retardant)
COYBGCFR-001	Supports cable diameter range of .40"60" (10.7 mm - 15.2 mm)
COYBGCFR-002	Supports cable diameter range of .60"85" (15.2 mm - 21.6 mm)
COYBGCFR-003 Supports cable diameter range of .85"96" (21.6 mm - 24.4 mm)	
	Mounting Bracket Kits
8003832	Aerial Mounting Bracket Kit - Strand Applications
8003835 Hand Hole Mounting Bracket	
8003830 Pole/Wall Mounting Bracket	



Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for:

December 15, 2015

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INVITATION TO BID

Dear Vendor:

The Board of Education of the Durand CUSD 322 invites you to submit a sealed bid for:

THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS LINKS

The enclosed bid form(s) **must** be used in submitting bid. Bid must be addressed as follows:

Durand CUSD 322
District Office
Fiber and Wireless Installation
200 W. South St.
Durand, IL 61024

Sealed bids will be received until - 1:30PM CDT, Friday, January 29, 2016.

The required contractor's Certification forms must be completed and returned with the bid.

It is the intention of the Board of Education to award the bid at the **February Board Meeting.** The Board of Education may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District 322 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. Any request for information shall be made to Ed Johnston, Technology Director by email at ejohnston@cusd322.org, but the response may not be used as a condition to any bid being submitted.

Sincerely,

Mr. Kurt Alberstett Superintendent

PUBLIC NOTICE

NOTICE TO BIDDERS

The Board of Education of the Durand CUSD 322 is accepting sealed bids for:

ERate FIBER OPTIC CABLE AND WIRELESS INSTALLATION

Optional Pre-proposal Conference: An optional pre-proposal conference will be held at 10AM on January 6th, 2016 in the Administrative Offices of the District. Participation by phone will be allowed. To register, please contact Ed Johnston; ejohnston@d322.org and state whether you will be participating onsite or via teleconference.

Sealed bids will be accepted until 1:30PM CDT, Friday, January 29, 2016 at the District 322 Administration Building, at which time they will be publicly opened and read in the Board Room.

Vendor registration will be available by request, please contact Ed Johnston, Technology Director at ejohnston@d322.org. To register and receive all Addenda to this RFP, please follow the directions below:

- Create an Email with Vendor Registration in the subject line
- Be sure to include contact information including:
 - Name
 - Title
 - Company
 - Phone Number
 - Email address

Direct any questions to Ed Johnston, Technology Director at ejohnston@cusd322.org
All questions must be submitted in writing.

INSTALLATION OF SCHOOL TO SCHOOL FIBER AND WIRELESS

Table 1 - RFP Schedule

Selection Process Step	Estimated Date(s)
RFP/Bid Issued	December 15, 2015
Pre-proposal Conference (Optional)	January 6, 2016
Final Date for Questions	January 8, 2016
Publish Addendum	January 12, 2016
Proposals Due	January 29, 2016
Decision on Vendor Finalists (short-list)	Early February, 2016
Vendor Scope Reviews and Final Pricing	February, 2016
Presentation of Estimated Recommendation to Board	February, 2016

Contract Negotiations Complete	March, 2016
Project Kick-off	April 1, 2016
Project Completion Date	TBD

INSTRUCTIONS TO BIDDERS

1. GENERAL

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network. Any proposed fiber and routing equipment must be exclusive to District (Transport circuits will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

The District is seeking options for bids. Respondents may bid one or many. The First option is a fully managed, lit service transport to these locations. Providers may either bid bundled transport and ISP service for these lit service circuits, bid the ISP service disaggregated from the transport circuit or provide pricing for both. The second option is for a self-provisioned dark fiber solution that includes 12 strands of fiber between the designated end points and fiber maintenance and operations for the circuit from the District to the bidder designated Internet Access Point/PoP. We have outlined one such option in this RFP.

- a. Bid(s) shall be hardcopy, signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. The District requires one original, three paper copies and one electronic copy. Unsigned bids will be rejected. Note, the original is the copy of record, an emailed electronic copy will not be considered without timely receipt of the original.
- b. Seal and deliver bid(s) to the Administration Office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All bids shall be made using the forms response areas included in this RFP document.
- d. The Board of Education is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid specification and installation as called for in the bid specifications.

Correspondence shall be addressed to the Director of Information Technology, Eddie Johnston.

The District may leverage E-Rate funding, for financial assistance in the procurement of some of this equipment and services.

If budgets allow, all network equipment and services herein will be procured with or without E-Rate funding.

Only vendors with an active Service Provider Identification Number (SPIN) number will be considered. To obtain a SPIN number, see http://www.usac.org/sl/service-providers/step01/default.aspx.

- g. Bids are available for inspection in the Administration Office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise the purchasing official first orally, followed by written notice (fax, email or letter), with specification of the claimed problems which must be received during regular working hours at least ten (10) days before the date set for bid opening. Upon receipt of the notice, the purchasing official will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of sixty (60) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, or telegram, or fax received by the district or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items bid shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

School District 322 requires that a current W-9 form be included with your sealed bid. This form can be found at http://www.irs.gov/pub/irs-pdf/fw9.pdf. Submit the first page of the form with a signature attached to this document with your response.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor and in compliance with 820 ILCS 130 et seq. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

It shall also be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to file a certified payroll with the Board of Education no later than the 15th day of each calendar month for the immediately preceding month. The certified payroll must be in compliance with the requirements set forth in Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained

herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775 ILCS 5/1-10 et.seq.), hereinafter "unlawful discrimination". The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, bidders shall state the delivery time for each respective item in their bids. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to a different bidder or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (3) a bidder is not a responsible bidder and should be disregarded. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. <u>PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND</u> REQUIREMENTS

With the award of a dark fiber bid, within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY

A Bid Bond is not required for this project.

16. SCOPE OF WORK

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards. Collectively the work described in Attachments 8 and 9 will be referred to as "Work".

17. INSURANCE REQUIREMENTS

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board of Education:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,0
	Products-Comp/OP Agg	2,000,0
	Personal Injury	1,000,0
	Each Occurrence	1,000,0
	Fire Damage (Any one fire)	50,0
	Medical Exp. (Any one person)	5,0
Excess Liability	Each Occurrence	2,000,0
	Aggregate	2,000,0
Automobile Liability	Bodily Injury (each occ)	1,000,0
	Property Damage (each occ)	1,000,0
Worker's Compensation	Statutory Limits	
	Each Accident	500,0
	Disease-Policy Limit	500,0
	Disease-Each employee	500,0

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Board of Education.

With respect to the insurance required herein, the contractor shall provide such insurance naming the Board of Education, the Board of Education's members, individually and collectively, and its administrators, officers, employees, agents, representatives, and volunteers as <u>additional named insureds</u>. The contractor shall also purchase and maintain such insurance as will protect the additional named insureds from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

It is MANDATORY that within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the Board of Education. The Certificates of Insurance shall be executed by insurance companies with AM Best financial strength rating of "A" or higher and financial size categories of "VII" or greater evidencing the required insurance coverage.

18. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members, individually and collectively, its administrators, officers, employees, agents, representatives, and volunteers from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract; or
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, and agents) or damage to or destruction of any property, including the loss of use thereof caused in whole or in part by any act, error or omissions of the contractor or any subcontractor or anyone directly or indirectly employed by any of them, or breach of this contract of the contractor; or
- C. Any breach of this contract by the contractor.

20.LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be opened or considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the Board of Education. The use of Board of Education equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

The Board of Education supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as to the percentage of recycled products in each item.

22. PAYMENT

Monthly progress payments may be submitted to the District for reimbursement based on percent complete.. A partial payment not to exceed 25% may be acceptable at the time of the purchase order to cover the cost of materials. Fifteen (15%) percent of the project shall be retained for thirty (30) days after the final acceptance date.

23. MANUALS

For all items installed on the project, the successful bidder shall supply, at no cost to the Board of Education, parts list, and specification sheets for each component.

24. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and it shall be the contractor(s) requirement to obtain

any necessary permits. The Board of Education will cooperate in order to expedite approvals of said permits.

25. PERSONNEL

If any person employed on the work site is, in the opinion of the Superintendent of CUSD 322, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, the contractor shall direct that person to cease work and vacate the job site immediately.

All contract personnel employed on District property are required to pass a criminal background check, statewide sex offender database check, and statewide murderer and violent offender against youth database check, as required in 105 ILCS 5/10-21.9(f).

26. SEXUAL HARASSMENT

Pursuant to the requirements of the Illinois Human Rights Act, 775 ILCS 5/2-105, the bidder shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

27. QUALIFICATIONS

Bidder must be an authorized dealer and installer of products that the bidder is bidding on. Bidder must supply a list of references of like products and installations. A reference sheet is attached.

28. TERMINATION

This contract may be terminated as follows:

- a. The Board of Education reserves the right to terminate this contract at any time without cause upon fourteen (14) days written notice to the contractor; and
- b. If either party breaches or fails to perform any of the promises set forth in this contract, then as an option but not as its sole remedy, the other party may terminate this contract. If the contractor is the terminating party, then contractor shall provide a thirty (30) day written notification to the Board of Education with an opportunity to cure. In the event the contractor breaches or fails to perform any of the provisions of this contract, the Board of Education shall have the right to terminate the contract upon written notice and without the opportunity for the contractor to cure. In such case, at the Board of Education's option, the contractor may be required to continue operation until relieved by a subsequent contractor chosen by the Board of Education, for a period of up to thirty (30) days after receipt of written notice.

If the Board of Education terminates the contract without cause, the Board of Education must pay the contractor any amounts due for work completed. If the Board of Education terminates the contract for cause, the Board of Education must only pay the contractor for the amounts due for work completed less the cost to complete the remaining work.

29.SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

30. Alternative Bids

Lit Service:

The School district must have guaranteed Lit Transport Bandwidth to this end point throughput (upload and download) of 1 gbps, upgradeable to 5 gbps with Service Level Agreement (SLA) guarantees.

The transport circuit endpoints will be from the designated school end point to the school district hub and if applicable from the school district hub to the nearest Internet access point.

Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows the District to request payment of discount portion of NRCs in the first year of service. The District may request to pay the non-discount share of special construction costs that are the responsibility of the District, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate Limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.

For lit services the following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Shared management of equipment
- Must provide response time for outages
- Must provide 99.99% guaranteed uptime
- There is no right to rate limit or throttle the capacity of the circuit at any time
- Symmetrical upstream and downstream bandwidth to the required levels
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds

- Bit-Error Rate commitment <0.25% between circuit endpoints
- Mean Time-To-Repair for outages <4 hours

As part of its response a network diagram displaying the paths to be used to serve each endpoint must be included.

Dark Fiber with Maintenance:

As an alternative, the respondent is requested to quote a 2 or a 4 strands of dark fiber between the designated locations. A diagram showing the end points of each fiber run must be included with the IRU response. The pricing response should indicate which endpoints are served with which lateral.

Price Proposal

The District is interested primarily in 2 or 4 strand lease for each location to be connected with a one-time capital cost payment for the lease of fiber combined with "all-in" recurring payments for operations and maintenance costs for the first 5 years of use of the fiber.

Respondents are encouraged to separate special construction/non-recurring charges as defined by E-rate Modernization Order 2. New fiber special construction charges as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing the District to pay the non-discount share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

The School District will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments.

Each respondent is required to complete the pricing matrix in the spreadsheet accompanying to this RFP. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

For each proposed route, respondent must offer pricing proposals for 4 fiber strands.

General Terms for Dark Fiber

The following are general terms that apply to self provisioned fiber.

Fiber Interconnection Policy

Respondents must describe any cross-connect policies and all related cross-connect fees. The Distric prefers vendors that build cross-connect costs into the initial purchase arrangement.

Colocation Space Availability

Respondents should provide detailed information on access and cross-connect policies and arrangements for power and telephone service at (interconnection address).

Meet-me Hole and Mid-Span Interconnection Splicing

It is possible that the District may want to interconnect with the dark fiber facilities at meet-me manholes or mid- span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

The District prefers to dark fiber routes that contain a homogenous fiber type throughout the segment as outlined later in this RFP. Vendors must provide information on the age, type and performance of fiber they are proposing, including a description of all applicable splice loss budgets.

Dark Fiber Maintenance

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber for at least the first 5 years of the agreement. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports

- What service level agreement is included, and what alternative service levels may be available at additional cost.
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;

The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

31. SELECTION CRITERIA

The Board of Education will evaluate all bids based on the following rating system: Price 50%, Quality of Proposed Solution 25%, Quality of References 15%, and Completion of this document is 10%. Nonetheless, the reservations stated in Section 12 of these Instructions apply and the Board of Directors are not bound by the criteria set forth in this section. Due to E-Rate requirements, price will be the largest percentage of any rating system the District chooses to use.

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

1.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:
2.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:

REFERENCES (CONTINUED)

3.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:
OFFFF	ROR'S NAME:
	TURE:
	TOKE.
DATE:	

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed an MAY RESULT IN DISQUALIFICATION OF	-	proposal. FAILURE TO DO SO
, as part of its bid W. South Street, Durand, IL 61024, of Winner from bidding on the aforementioned contract a 5/33-E4.		
Firm: SPIN Nu	mber:	
В	y:(Signature)	
	(Printed Name & Title)	
SUBSCRIBED and SWORN TO before me		
This day of	, 2015	
NOTARY PUBLIC		

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

, having 25 or <i>Illinois Drug-Free Workplace Act</i> (30 ILCS engaged in the performance of work under <i>Drug-Free Workplace Act</i> and, further certification of the <i>Illinois Drug</i>	580/3) to the coaffies that	ontract by complying with the t it is not ineligible for award of	workplace for all employees requirements of the <i>Illinois</i>
·		· 	
	Ву:	(Signature)	
		(Printed Name & Title)	
SUBSCRIBED and SWORN TO before me			
This day of		_, 2015	
NOTARY PUBLIC			

CERTIFICATE REGARDING

SEXUAL HARASSMENT POLICY

(775 ILCS 5/2-105) that it has a written sex information: (i) the illegality of sexual hara a description of sexual harassment, utilizing (v) the legal recourse, investigative and com	by certify pursuant to Section 2-105 of the <i>Illinois Human Rights Act</i> ual harassment policy that includes, at a minimum, the following assment; (ii) the definition of sexual harassment under State law; (iii) a examples; (iv) an internal complaint process including penalties; aplaint process available through the Department of Human Rights ions on how to contact the Department of Human Rights and Human ainst retaliation.
	Firm:
	By:
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before me	·
This day of	, 2015
NOTA DV DUDI IC	
NOTARY PUBLIC	

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

, does her (775 ILCS 5/2-105) that it has a written terms and conditions of the Equal Employ	equal er	nployment o	pportunity po		
	Firm:				
	Ву: _	(2)	Signature)		
	_	(Print	ted Name & Title)	<u> </u>	
SUBSCRIBED and SWORN TO before n	ne				
This day of		, 2015			
NOTARY PUBLIC					

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

there is Act, 3	agrees if at the time the excessive unemployment in Illinois as d 0 ILCS 570/0.01 et seq., as two co	efined in the lonsecutive m	Employment of Illinois Woonths of unemployment	orkers on Public Works exceeding 5%, then
	agrees to employ Illinois la lic Works Act. An "Illinois laborer" is de			
	ys and intends to become or remain an Ill	• •		imois for at least tility
()	,			
		Firm:		
		Rv.		
		Бу	(Signature)	
			(Printed Name & Title)	
SUBSC	CRIBED and SWORN TO before me			
This	day of	. 2015		
		······································		
	NOTARY PUBLIC			

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

DO SO MAY

The following affidavit must be signed and submitted RESULT IN DISQUALIFICATION OF THE BIDDER	with bidder's bid proposal. FAILURE TO DO SO MAY R.
	work for Durand CUSD 322, 200 said Contractor is not barred from bidding on the above Non-Collusion Affidavit.
Firm:	
Ву:	(Signature)
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before me	
This day of, 2	2015
NOTARY PUBLIC	

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99.999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- 3. A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.corning.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28® ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District

desires fiber with the characteristics demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	<u>1300 nm</u>	<u>1550 nm</u>
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.
- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.

e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

Accept

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept Reject with Comment

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.

Accept Reject with Comment

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept Reject with comment

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing

any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept

Reject with Comment

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept

Reject with comment

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept

Reject with comment

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept

Reject with comment

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

Accept

Reject with comment

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional bore, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and subducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept

Reject with Comment

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

- 1. Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).
- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.

- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- 6. All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately sealed, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- **T-1** American National Standards Institute (ANSI)
- **T-2** Local Village and County Codes
- **T-3** Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- **T-4.** Institute of Electrical and Electronic Engineers (IEEE)
- **T-5.** International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- **T-7.** Internet Engineering Task Force (IETF)
- **T-8.** National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- **T-10.** National Electronic Manufacturers Association (NEMA)
- **T-11.** Rural Electrification Association Standards (REA)

Accept

U Installation Standards for Customer Premise Equipment

U-1 All elements of the system installation shall conform to local building codes.

- **U-2** The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- **U-3** The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- **U-4** To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- **U-6** Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- **U-7** The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- **U-8** The bidder shall provide an acceptance checklist to be approved by the School District.

Accept

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

The standards for all Category 6 cabling shall meet or exceed those in the following table:

Category 6 Solid Horizontal and Backbone Cable

Frequency	Insertion	NEXT	PSNEXT	ELFEXT	PSELFEXT	Return
(MHz)	Loss (dB)	(dB)	(dB)	(dB)	(dB)	Loss (dB)
0.772	1.8	76	74	70	67	19.4
1	2	74.3	72.3	67.8	64.8	20
4	3.8	65.3	63.3	55.8	52.8	23
8	5.3	60.8	58.8	49.7	46.7	24.5
10	6	59.3	57.3	47.8	44.8	25
16	7.6	56.2	54.2	43.7	40.7	25
20	8.5	54.8	52.8	41.8	38.8	25
25	9.5	53.3	51.3	39.8	36.8	24.3
31.25	10.7	51.9	49.9	37.9	34.9	23.6
62.5	15.4	47.4	45.4	31.9	28.9	21.5
100	19.8	44.3	42.3	27.8	24.8	20.1
200	29	39.8	37.8	21.8	18.8	18
250	32.8	38.3	36.3	19.8	16.8	17.3

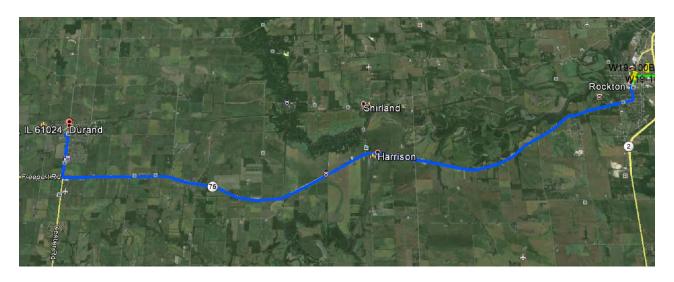
UL® verified for TIA/EIA 568-B electrical performance

UL® and c (UL®) listed for fire safety

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



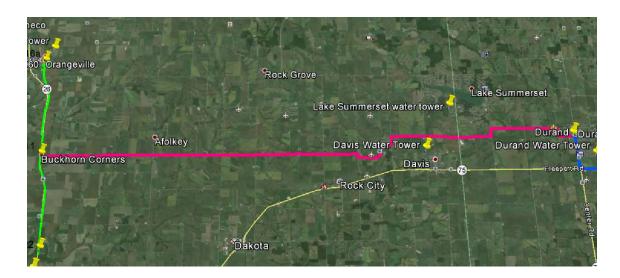
Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27′17.57″N, 89° 3′56.05″W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27′20.26″N, 89° 1′20.20″W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

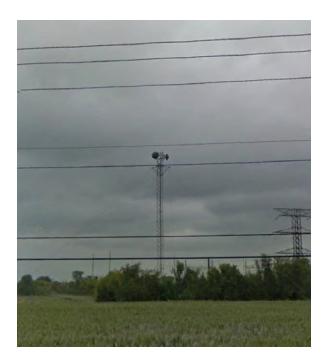
GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15′58.57″N, 89°14′17.15″W. Note there is an existing link from the Rock Valley College antenna at 42°19′57.32″N, 89° 0′31.61″W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20′28.20″N, 89°11′43.05″W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor							
Link	Fiber Link from Rockton to Durand						
Technology	Fiber Optic	Cable					
	Labor	\$					
	Materials	\$					
	Permits	\$	(estimated)				
	Spicing	\$					
	As-builts	\$					
Annual Main	tenance: \$	the cost of annual m	naintenance as outlined in this proposal				
Option: 4 ye guidelines.	ear cost: \$	per year for 4 years	for all construction and non-recurring costs under Erate				

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor							
Link	Wireless link from Rockton to Durand Schools						
Technology	Wireless 400	Mbps Service					
	Labor	\$	_				
	Materials	\$	_				
	Tower rental	\$	_				
	Permits	\$	_ (estimated including licensing)				
	As-builts	\$	_				
Option: 5 year	ar cost: \$	per year for 5 years					

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	-
	Materials	\$	-
	Tower rental	\$	-
	Permits	\$	_ (estimated including licensing)
	As-builts	\$	-
Option: 5 year	r cost: \$	per year for 5 years	

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	_
	Materials	\$	_
	Tower rental	\$	_
	Permits	\$	_ (estimated including licensing)
	As-builts	\$	_
Option: 5 yea	r cost: \$	per year for 5 years	

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	-
	Materials	\$	-
	Tower rental	\$	-
	Permits	\$	(estimated including licensing)
	As-builts	\$	-
Option: 5 year	r cost: \$	per year for 5 years.	

KELSO-BURNETT Co. Cable & Wireless Division



5617 Sockness Dr. - Rockford, Illinois 61109 - 815 / 874-6311 - Fax 815 / 874-3333

February 5, 2016

Mr. Kurt Alberstett 200 W. South St. Durand, IL 61024

RE: RFP FOR THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS FOR THE DURAND SCHOOL DISTRICT:

All pricing will be enclosed with the RFP for review

General conditions for Dakota to Durand:

- Kelso-Burnett's proposal is for a district owned fiber to be installed from the IFIBER /Aero hand hole location at E. Angle Rd. and N. Dakota Rd. to the Durand High School on W. South Street.
- Kelso-Burnett will provide and install 72,000' of 1.5" HDPE SDR11 pipe as requested in the RFP.
 The proposed route will run north along Dakota Rd. to E. Farm School Rd. and continue on this road to the east until we reach Patterson Rd. Kelso-Burnett will then turn north on Patterson Rd. to W. South Street turning east then ending at the Durand High School, as recommended in the RFP.
- Kelso-Burnett will provide and install 75,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.
- Kelso-Burnett will provide and install 30 hand holes along the proposed path with spacing not to exceed 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett will provide and install a fiber distribution panel in the rack at Durand High School. The
 fiber will then be terminated with SC terminations as requested in the RFP. LC-UPC terminations will be
 available as an option with no cost increase to the District.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- · Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid(-\$10,017.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district, along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$15,363.00)

 1.25" HDPE. (+\$ 5.393.00)

General Conditions for Durand to Maryville Farm Campus:

- Kelso-Burnett's option is for a District owned fiber to be installed from the District hand hole location at Patterson Rd and Farm School Rd to the Mayfield Farm Campus at 10104 Farm School Rd.
- Kelso-Burnett will provide and install 30,000' of 1.5" HDPE SDR11 HDPE as requested in the RFP. The
 proposed route will run east on Farm School Rd to the Mayfield Farm Campus.
- Kelso-Burnett will provide and install 31,000' of 12 count single mode fiber as requested in the RFP. Each
 hand hole will be slacked with 100' of cable. In alternating hand holes a splice case will be installed for
 locating.

- Kelso-Burnett will provide and install 12 hand holes along the proposed path with spacing not to 3000' between each one. A locating post will be installed along each hand hole. They will be 60" tall as requested in the RFP.
- Kelso-Burnett does not offer any maintenance agreements with this base bid. Durand School district will
 be responsible for all maintenance and locating fees that will apply. Durand School District will need to
 become a member of the JULIE notification system, along with retaining a locating service for all requests.
- Kelso-Burnett would like to offer Durand School District, in option #2, a partnership with Aero Inc.

Options for your consideration:

- Kelso-Burnett has offered different options to this proposal, please review them carefully.
 - Option #1- Decreasing the size of the HDPE to 1.25" this will provide the district a cost savings from the base bid.....(-\$4,015.00)
 - Option #2- Increase the size of the fiber to 24 fibers. By increasing the size of the cable, Aero Inc. would like to trade the additional 12 fibers for a maintenance agreement. This agreement will be between Aero and the School district. This will take all of the maintenance costs from the district along with all the responsibility from the district to maintain this cable. This will increase the initial cost for the installation, but give the district a long term savings in maintenance fees. This option will increase from the base bid:

 1.5" HDPE. (+\$6,155.00)

Wireless:

- Kelso-Burnett has partnered with Entre' Computer Solutions to provide you with a wireless solution.
- The first solution will require (3) three links to get to Rockton, IL.
- This wireless solution will be a licensed solution with the following two options:
- Link #1: Starting at Durand High School to Freeport Road Farm 1+0 link 01 500 Mbs.
 - o Option for IGB 2 0 link 01 IGB
- Link #2: Freeport Road Farm to Wagon Wheel Farm 1+0 link 02 500 Mbs.
 - o Option for IGB 2+0 link 02 IGB
- Link #3: Wagon Wheel Farm to Rockton Communications Tower 1+0 link 03 500 Mbs.
 - o Option for IGB 210 link 03 IGB
- The second solution will require (1) one link to get to Mayfield Farm Campus.
- This wireless solution will be a licensed solution with the following:
- Link #4: Starting at the Wagon Wheel Farm to the Maryville Farm Center 0+1 link 04 500 Mbs.

Engineering/As Built drawing Fees:

- Kelso-Burnett will apply to the appropriate AHJ (authority having jurisdiction) for the permits of the conceptual route in the RFQ. Any required fees for permits will be paid for by Kelso-Burnett.
- Brad Brown P.E. will draw all permit drawings; survey the completed route electronically for shape files to be imported to any electronic maps for locating, and complete as build drawings for any work preformed.
 All drawings will be submitted to Durand School District to complete the project.

Assumptions:

- No programming of any network electronics will be included on this quote.
- Network electronics, servers or software are not included in this Scope of Work.
- All material distances are estimated for the duct and fiber for bidding. Final lengths will be determined after award for the project and are included with this proposal.
- USAC SPIN # 143036063 for Kelso-Burnett Co.
- Kelso-Burnett Co. will contact JULIE to locate all utilities before construction begins.
- It is the customer's responsibility to locate all privately owned utilities, i.e., flood and parking lot lighting, septic fields, well heads, irrigation lines, etc.
- Kelso-Burnett is not responsible for any damage caused to non-located cables, conduits, waterlines, electrical services or any other underground utility during the directional boring process.
- If Kelso-Burnett is required to cease operation due to fractures of non-located utilities, Kelso-Burnett reserves
 the right to recover all direct and indirect job cost associated with the interruption of work flow, including
 equipment rentals.

Terms and Conditions:

- All work will be completed during normal business hours 7:00 AM to 3:30 PM.
- All materials and labor are guaranteed for one year.
- · Pricing is valid for 90 days.
- Billing will occur when the project is complete. Payment is required within 30 days of billing.

Thank you for the opportunity to work with you on this project. Any additions or changes to this project must be approved through you in writing in a change order agreement. No agreements with our installation crew will be recognized. If you have any questions please contact me at (815) 378-6137.

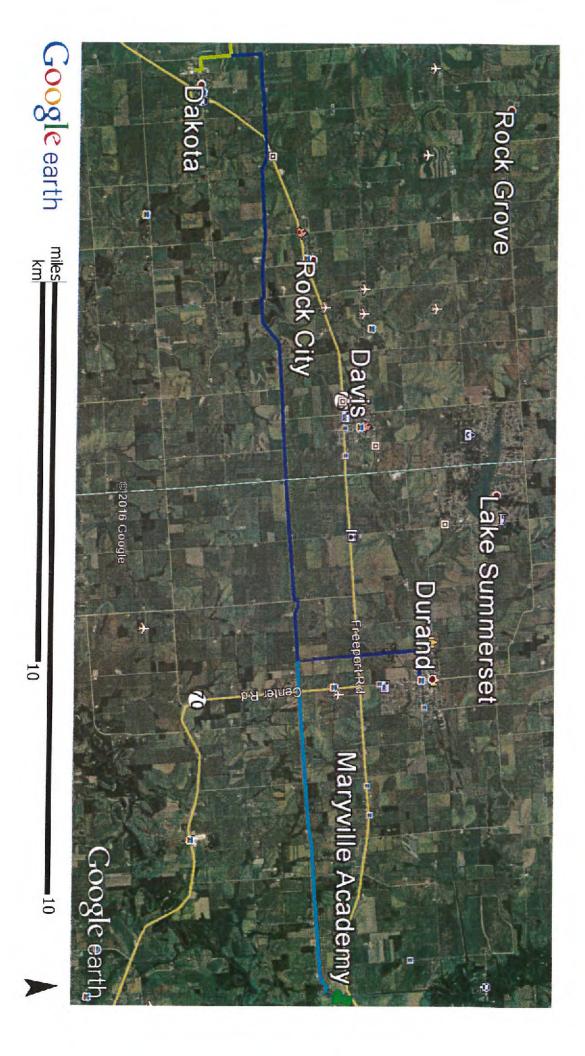
Respectfully,

Scott Nailor

Project Manager

Kelso-Burnett Co.

snailor@kelso-burnett.com





Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for: Kelso-Burnett Co./AERO/Entre'

February 5, 2016

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

ORGANIZATION:	in indicate the first time of the control of the co
ADDRESS:	2280 Bethany Road
CITY, STATE, and ZIP CO	DDE: DeKalb, IL 60115
TELEPHONE NUMBER:	815-753-7220
CONTACT PERSON: _	Herb Kuryliw
DATE OF SERVICES:	1994 to Present
DOLLAR AMOUNT OF TH	
ORGANIZATION:	
ORGANIZATION:	Community Unit School District 300
ORGANIZATION: ADDRESS:	Community Unit School District 300 300 Cleveland Avenue
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP (Community Unit School District 300 300 Cleveland Avenue CODE: Carpentersville, IL 60110
ORGANIZATION: ADDRESS: CITY, STATE, and ZIP (TELEPHONE NUMBER	Community Unit School District 300 300 Cleveland Avenue CODE: Carpentersville, IL 60110 847-659-6186 Jayce Bolhous

REFERENCES (CONTINUED)

3.	ORGANIZATION:	Swedish American Hospital
	ADDRESS:	1401 East State Street
	CITY, STATE, and ZIP CODE:	Rockford, IL 61104
	TELEPHONE NUMBER:	815-489-4743
	CONTACT PERSON:	Terry Bainter
	DATE OF SERVICES:	Multiple, 1994 to present
	DOLLAR AMOUNT OF THE JOB:	\$4,300,000.00

OFFEROR'S N	AME: David Raasch - Vice President	
SIGNATURE:	The Course	
DATE:	February 5, 2016	

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u>, as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD #322, 200 W. South Street, Durand, IL 61024, of Winnebago County, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm:

Kelso-Burnett Co.

SPIN Number: 143036063

(Signature

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

TO JAKE TO BEIG

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Kelso-Burnett Co., having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: Kelso-Burnett Co.

y: / May

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

NOTARY PUBLIC

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

Kelso-Burnett Co. does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: Kelso-Burnett Co.

Sy: (Signature

David Raasch, Vice President (Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

·····

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

<u>Kelso-Burnett Co.</u> does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Kelso-Burnett Co.

y/ Min

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

OFFICIAL SEAL MARGI C FORSS

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

<u>Kelso-Burnett Co.</u> agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, then <u>Kelso-Burnett Co.</u> agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Kelso-Burnett Co.

By:

David Raasch. Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Marga

NOTARY PUBLIC

OFFICIAL SEAL MARGI C FORSS

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

<u>Kelso-Burnett Co.</u> as part of its bid for the <u>Fiber and Wireless</u> work for Durand CUSD 322, 200 W. South Street, Durand, IL 61024 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Kelso-Burnett Co.

(Signature)

David Raasch, Vice President
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 5th day of February, 2016

Margi Cfor

OFFICIAL SEAL MARGI C FORSS

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

-	14 Name (an about an your leases for entered Name to sended as the le					_	_		_		
	Name (as shown on your income tax return). Name is required on this lin Kelso-Burnett Co.	e; do not leave this line blank.									
a.i	2 Business name/disregarded entity name, if different from above								_		-
96											
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation S Corporation Partnership Trust/estate Individual/sole proprietor or Corporation S Corporation Partnership Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Exempt payee code (if any) 5										
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC the tax classification of the single-member owner.		ove fo	Exe	mptler de (if ar	from					
Pri	☐ Other (see instructions) ▶				1	2 - 4	-	alnta/neo	outside	the U.S.)	-
G.	5 Address (number, street, and apt. or suite no.)		Requester	nan e'	ne and a	ddress	(option	onal)			-
Spe	5200 Newport Drive										
8	6 City, state, and ZIP code										
ω	Rolling Meadows, IL 60008										
	7 List account number(s) here (optional)										
Par	Townsyay Identification Number (TIM)										
	Taxpayer Identification Number (TIN) /our TIN in the appropriate box, The TIN provided must match the r			ocial o	security	numb	ar		_		_
backu	p withholding. For individuals, this is generally your social security r	number (SSN), However, for	a	ociar:	Becurry	I	101				=
resider	nt alien, sole proprietor, or disregarded entity, see the Part Linstruct	tions on page 3. For other	200			-		-		236	
TIN on	s, it is your employer identification number (£IN). If you do not have page 3.	a number, see How to get	or			لسا	_				_
	If the account is in more than one name, see the instructions for line	a 1 and the chart on page 4			er iden	tification	on nu	mber	-		
guideli	nes on whose number to enter.	o . and the onar on page 4									
			3	6	- 1	3	1	5 4	0	0	
Part	II Certification										-
	penalties of perjury, I certify that:										-
. The	number shown on this form is my correct taxpayer identification nu	umber (or I am waiting for a	number	to be	issued	to me	e); and	d			
Sen	not subject to backup withholding because; (a) I am exempt from rice (IRS) that I am subject to backup withholding as a result of a fa onger subject to backup withholding; and	backup withholding, or (b) ilure to report all interest or	have no dividend	t beer ls, or	n notifie (c) the	ed by IRS ha	the In	ternal tified (Rev	enue at I an	1
3. I am	a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exer	mot from FATCA reporting	is correct								
Certific becaus interest general instruct	eation instructions. You must cross out item 2 above if you have be you have failed to report all interest and dividends on your tax ret paid, acquisition or abandonment of secured property, cancellation by, payments other than interest and dividends, you are not required ions on page 3.	een notified by the IRS that urn. For real estate transact n of debt, contributions to	you are tions, ite	curre m 2 d	oes no	t apply	y. For	r mort	gage	and	
Sign Here	Signature of U.S. person ► Marge Cofe	Date	· a	2-1	- 2	01.	5				
	eral Instructions	 Form 1098 (home mortg (tuition) 	age Intere	st), 10	98-E (st	udent l	oan ir	terest)	, 1098	3-T	
	eferences are to the Internal Revenue Code unless otherwise noted, evelopments, Information about developments affecting Form W-9 (such	 Form 1099-C (canceled 									
as legisla	tition enacted after we release it) is at www.irs.gov/fw9.	Form 1099-A (acquisition				100					
Purpo	se of Form	Use Form W-9 only if yo provide your correct TIN.	u are a U.	S. per	son (Inc	luding	a resid	dent all	len), to	0	
An Individual	dual or entity (Form W-9 requester) who is required to file an information the IRS must obtain your correct taxpayer identification number (TN)	if you do not return Form to backup withholding. Se							t be s	ubject	
umber (ay be your social security number (SSN), individual taxpayer identification ITIN), adoption taxpayer identification number (ATIN), or employer	By signing the filled-out									
dentifica	tion number (EIN), to report on an information return the amount paid to	 Certify that the TIN yo to be issued), 	u are givir	ng is c	orrect (d	or you a	are wa	iting fo	or a nu	mber	
eturns in	ther amount reportable on an information return. Examples of information clude, but are not limited to, the following:	2. Certify that you are no	t subject	to bac	kup with	hholdin	g, or				
	099-INT (Interest earned or paid)	3. Claim exemption from	backup v	vithhol	ding if	ou are	a U.5				
	099-DIV (dividends, including those from stocks or mutual funds) 099-MISC (various types of income, prizes, awards, or gross proceeds)	applicable, you are also ce any partnership income fro withholding tax on foreign	m a U.S.	trade o	or busin	999 IS P	not su	bject to	the		

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

• Form 1099-DIV (dividends, including those from stocks or mutual funds) . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) . Form 1099-B (stock or mutual fund sales and certain other transactions by

Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)

rokers)

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99,999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.coming.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28" ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District desires fiber with the characteristics

demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	1300 nm	1550 nm			
0.4 db/km	0.4 db/km	0.3 db/km			

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.

- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.
- e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept-YES

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept-YES

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept-YES

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept-YES

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept-YES

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept-YES

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept -YES

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept-YES

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept-YES

Reject with Comment -NO

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.

Accept-YES

Reject with Comment-NO

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept-YES

Reject with comment-NO

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept-YES

Reject with Comment-NO

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept-YES

Reject with comment-NO

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept-YES

Reject with comment-NO

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept-YES

Reject with comment-NO

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional borc, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and sub-ducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept-YES

Reject with Comment-NO

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries.

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

 Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).

- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.
- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately scaled, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept-YES

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- T-1 American National Standards Institute (ANSI)
- T-2 Local Village and County Codes
- T-3 Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- T-4. Institute of Electrical and Electronic Engineers (IEEE)
- T-5. International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- T-7. Internet Engineering Task Force (IETF)
- T-8. National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- T-10. National Electronic Manufacturers Association (NEMA)
- T-11. Rural Electrification Association Standards (REA)

Accept-YES

U Installation Standards for Customer Premise Equipment

- U-1 All elements of the system installation shall conform to local building codes.
- U-2 The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- U-3 The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- U-4 To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- U-6 Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- U-7 The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- U-8 The bidder shall provide an acceptance checklist to be approved by the School District.

Accept-YES

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27'17.57"N, 89° 3'56.05"W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27'20.26"N, 89° 1'20.20"W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15'58.57"N, 89°14'17.15"W. Note there is an existing link from the Rock Valley College antenna at 42°19'57.32"N, 89° 0'31.61"W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20'28.20"N, 89°11'43.05"W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12 - Base Bid

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Base Bid 1.5" Duct with 12 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials \$ 100,955.00

Permits <u>\$ 200.00</u> (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total \$ 454,440.00

Installment Payment Option:

- Down Payment: \$ 90,888.00 (20% of total)
- 4 year cost: \$\frac{112,754.28}{} per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #1

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #1 Base Bid 1.25" Duct with 12 SMF

Link

Fiber Link from Dakota-Angle Road to Durand

Technology

Fiber Optic Cable

Labor

\$ 342,010.00

Materials

\$ 90,938.00

Permits

<u>S 200.00</u> (estimated)

Splicing

\$ 8,475.00

As-builts

\$ 2,800.00

Total

\$ 444,423.00

Installment Payment Option:

- Down Payment: \$ 88.884.60 (20% of total)
- 4 year cost: \$ 110,268.84 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #2

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #2 - With Aero Option for Maintenance 1.5" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor <u>\$ 342,010.00</u>

Materials <u>S</u> 116,318.00

Permits \$ 200.00 (estimated)

Splicing <u>\$</u> 8.475.00

As-builts \$ 2,800.00

Total <u>\$ 469,803.00</u>

Installment Payment Option:

- Down Payment: \$ 93,960.60 (20% of total)
- 4 year costS <u>116.565.96</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Attachment 12 - Option #3

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor: Kelso-Burnett

Option #3 - With Aero Option for Maintenance 1.25" Duct with 24 SMF

Link Fiber Link from Dakota-Angle Road to Durand

Technology Fiber Optic Cable

Labor \$ 342,010.00

Materials <u>\$ 106,348.00</u>

Permits S 200.00 (estimated)

Splicing <u>\$ 8,475.00</u>

As-builts \$ 2,800.00

Total <u>\$ 459,833.00</u>

Installment Payment Option:

- Down Payment: \$ 91,966.60.00 (20% of total)
- 4 year cost: \$\frac{114,092.28}{\text{per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: S _-0- the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor k	Kelso-Burnett	Co. Basebid 1.5" Duct for 12 SMF						
Link	Fiber Link from Patterson Road & Farm School to Maryville Acade							
Technology	Fiber Optic	Fiber Optic Cable						
	Labor	\$152,020.00						
	Materials	\$41,112.00						
	Permits	\$ (estimated)						
	Splicing	\$3,725.00						
	As-builts	\$						
	Total	\$ <u>199,857.00</u>						

Installment Payment Option:

- Down Payment: \$ 39,971.40 (20% of total)
- 4 year cost: \$ 49,587.72 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3
January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor Kelso-Burnett Co. Option #1 - 1.25" Duct for 12 SMF

Link Fiber Link from Patterson Road & Farm School to Maryville Academy

Technology Fiber Optic Cable

Labor \$ _____152,020.00

Materials \$____37,097.00

Permits \$ 200.00 (estimated)

Splicing \$ 3,725.00

As-builts \$ 2,800.00

Total \$____195,842.00

Installment Payment Option:

- Down Payment: \$ 39,168.40 (20% of total)
- 4 year cost: \$ 48,591.60 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ N/A the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor K	Celso-Burnett	Co.	Option #2 with	h Aero for Maintenance	1.5" Duct for			
Link	Fiber Link	from Pa	itterson Road &	Farm School to Maryvi	lle Academy			
Technology	Fiber Optic	Fiber Optic Cable						
	Labor	\$_	152,020.00					
	Materials	\$	47,267.00					
	Permits	S	200.00	(estimated)				
	Splicing	\$	3,725.00					
	As-builts	\$	2,800.00					
	Total	\$	206,012.00					

Installment Payment Option:

- Down Payment: \$ 41,202.40 (20% of total)
- 4 year cost: S <u>51,114.84</u> per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0-_ the cost of annual maintenance as outlined in this proposal

Fiber Optic Wireless ADDENDUM 3 January 27, 2016

Please use this form for if your bid is to include multiple links and include with your RFP response.

Attachment 12

Central Community Unit School District 322 Pricing Summary

One Sheet per Link

	Celso-Burnett		option #5 with	Aero for Maintenance 1.25" Duct for
Link	Fiber Link	from Pa	tterson Road &	Farm School to Maryville Academy
Technology	Fiber Optic	Cable		
	Labor	\$_	152,020.00	
	Materials	\$	43,255.00	
	Permits	\$	200.00	(estimated)
	Splicing	\$	3,725.00	
	As-builts	\$	2,800.00	
	Total	\$	201,700.00	

Installment Payment Option:

- Down Payment: \$ 40,340.00 (20% of total)
- 4 year cost: \$ _50,045.16 per year for 4 years for all construction and non-recurring costs under Erate guidelines. (This option includes an interest rate of 11% over the lifespan of the installment payments.)

Annual Maintenance: \$ _-0- the cost of annual maintenance as outlined in this proposal

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor	Kelso-B	urnet	tt Co.					
Link	Wireless link	Wireless link from _Durand High School to Freeport Road Farm						
Technology	Wireless 500	Mbj	ps Service					
	Labor	\$_	18,250.00					
	Materials	\$_	26,500.00					
	Tower rental	\$	N/A	_				
	Permits	\$	2,500.00	(estimated including licensing)				
	Citites	Ψ		(**********************************				
	As-builts	\$_ \$_	2,800.00	(*********************************				
Option: 5 yea	As-builts ar cost: \$N							
	As-builts ar cost: \$N	\$_	2,800.00					
	As-builts ar cost: \$N	\$_ /A	2,800.00 per year for 5 years					
	As-builts ar cost: \$ N 1GB Option Labor	\$_ /A \$_	2,800.00 per year for 5 years					
	As-builts ar cost: \$ N IGB Option Labor Materials	\$_ /A \$_ \$_	2,800.00 per year for 5 years					

Other Wirele	ess Location							
Contractor	_Kelso-Burr	nett Co						
Link	Wireless link	Wireless link from Freeport Rd Farm to Wagon Wheel Farm						
Technology	Wireless 500	Mbps Service						
	Labor	\$ <u>21,600.00</u>						
	Materials	\$_31,500.00						
	Tower rental	\$_1,800.00 For 5 Years						
	Permits	\$_1,800.00 (estimated including licensing)						
	As-builts	\$_2,800.00						
Option: 5 yes	ar cost: \$ <u>N//</u>	per year for 5 years						
OPTIONAL:	1GB Option							
	Labor	\$21,600.00						
	Materials	\$40,800.00						
	Tower rental	\$1,800.00 for 5 years						
	Permits	\$1,800.00 (estimated including licensing)						
	As-builts	\$ <u>2,800.00</u>						

Option: 5 year cost: \$ N/A per year for 5 years

Page 34

Other Wireless Location

Contractor	Kelso-Bur	nett (Co					
Link	Wireless link from Wagon Wheel Farm to Rockton Comms Tower							
Technology	Wireless 500	Mb	ps Service					
	Labor	\$_	14,400.00					
	Materials	S _	25,000.00					
	Tower rental	\$_	1,800.00 5 Years					
	Permits	\$_	1,800.00	(estimated including licensing)				
	As-builts	S	2,800.00					
	ar cost: \$ <u>N/.</u> 1GB Option	<u> 4</u>	per year for 5 year	S.				
OPTIONAL:								
	Labor	\$_	14,400.00					
	Materials	\$	33,500.00					
	Tower rental	\$_	1,800.00 5 Years					
	Permits	\$	1,800.00	(estimated including licensing)				
	As-builts	\$	2,800.00					
Option: 5 yea	r cost: \$ <u>N/</u>	<u>A</u>	per year for 5 years					

Other Wireless Location

Contractor	_Kelso-Burn	ett Co	
Link	Wireless link	from Wagon Wheel	to Dolan Center
Technology	Wireless 500	Mbps Service	
	Labor	\$18,250.00_	
	Materials	\$_ 27,000.00	
	Tower rental	\$1,800.00	
	Permits	\$2,450.00	(estimated including licensing)
	As-builts	\$2,800.00	

Option: 5 year cost: \$_N/A ____ per year for 5 years.

FIBER OPTIC LOATION PLAN DAKOTA TO DURAND

FOR



* Remove all it is an notes

More several HH Locations Parthove Several 44 Locations

Change and point east to Durand High School

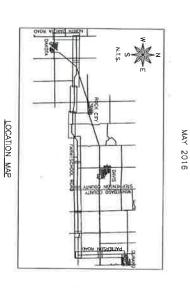
Change and point west to here HI

KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109

ROCKFORD, ILLINOIS KELSO BURNETT

PROPOSED FIBER OPTIC LOCATION PLANS

STEPHENSON & WINNEBAGO COUNTY









Durand SD.



J.U.L.I.E.
Call below you dig

CONTINUATION SHEET

Schedule of Values – Attachment D

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line is

Invoice #:

A Item No.

0 0

Application Date: 5/19/2016 Application No.:

	ı	Retainage	0.00
NEED PO****	н	Ralance To Finish (C-G)	50,000.00 338,000.00 66,440.00
To: Architect's Project No.: Customer's Project No.:		% (2/5)	%00.0 %00.0 %00.0
Architect's Customer's	9	Total Completed and Stored To Date (D+E+F)	00.0
	ĬŠ.	Materials Presently Stored (Not in D or E)	00.00
iber Installation	ы	This Period In Place	0.00
School District - P	Q	Work Completed From Previous This Application In (D+E)	0.00
nns may apply. BF10514- Durand School District - Fiber Installation	S	Scheduled Value	50,000.00 338,000.00 66,440.00
s octow, amounts are stated to the hearest tottat. I on Contracts where variable retainage for line items may apply. Contract: BF10514- Du	В	Description of Work	Materials & Set Up Installation of Duct and Handholes Installation of Fiber, terminations, splicing, & testing

\$0.00

454,440.00

%00.0

0.00

0.00

0.00

0.00

454,440.00

Grand Totals

Illinois Century Network

Regional Technology Center 5 2607 Woodlawn Road

Sterling, IL 61081 **Phone: 815-632-4080**

E-Mail: CMS.BCCS.ICN.RTC5@illinois.gov

ICN SPIN Number 143028319

March 10, 2016

Dear Bill Damon,



The Illinois Century Network (ICN) is pleased to provide the following E-rate Eligible Internet Service Pricing to DURAND SCHOOL DISTRICT 322 response to your E-Rate Form 470 No. 160032145.

Service Requested – Internet Access: ISP Service Only

ICN Response -

Service Description	Monthly Pricing	36 Month Pricing	60 Month Pricing
400 MBPS	\$2200.00	\$2090.00	\$1980.00
1000 MBPS	\$4500.00	\$4275.00	\$4050.00

Last Mile Service:

In most cases, the ICN does not provide the last mile service between the customer facility and the ICN network meaning that our customers will need to work with a transport provider for that connection. ICN can help with this. Although our customers will ultimately contract for last mile service directly with a provider, ICN can provide vendor and pricing information. Please make sure you are following the normal E-rate process to secure funding for the transport service in addition to your ICN service.

Service Levels:

Bandwidth may be purchased up to 25Gbps with the understanding that the last-mile transport circuit, such as a metro-Ethernet or fiber service, allows such capacity. Service is guaranteed synchronous bandwidth accessing the full state wide Illinois Century Network, public Internet via multiple Tier1 providers and Internet2. Quality of Service is available for critical priority traffic. Since the ICN has multiple egress providers, once you reach our network, your Internet service is fully redundant.

Again, the ICN is very pleased to provide this quote and happy to serve your organization. Please contact me, *Tim Sheets*, with any questions.

Illinois Century Network Internet Service Pricing						
Service Level	Rate Per Mbps	Month to Month	36 Month Term ¹	60 Month Term ¹		
10 Mbps	\$14.00	\$140.00	\$133.00	\$126.00		
20 Mbps	\$12.00	\$240.00	\$228.00	\$216.00		
50 Mbps	\$9.00	\$450.00	\$428.00	\$405.00		
100 Mbps	\$6.00	\$600.00	\$570.00	\$540.00		
200 Mbps	\$5.50	\$1,100.00	\$1,045.00	\$990.00		
500 Mbps	\$5.00	\$2,500.00	\$2,375.00	\$2,250.00		
1,000 Mbps	\$4.50	\$4,500.00	\$4,275.00	\$4,050.00		

¹Please note, if you sign up for a 36 month or 60 month term, and during the term we lower our standard monthly pricing to an amount lower than your monthly payment, we will provide you additional bandwidth so you pay the same reduced rate per megabit per second as new customers. You thus are protected if we reduce the price in future to an amount lower than your monthly payment and you also benefit up front by having a lower monthly price if

you sign up for 36 months or 60 months. Also, once under contract with ICN, you will not need to reissue an E-rate form 470 each year thus reducing your E-rate administrative burden.

Contact Details

Tim Sheets Illinois Century Network Supervisor RTC 5/6 tim.sheets@illinois.gov 309-671-7680

About the Illinois Century Network

The Illinois Century Network (ICN), managed by Illinois Department of Central Management Services, a State agency, is a telecommunications network providing high speed access to data, video and audio communications to hundreds of schools and libraries across the state of Illinois. Serving over 2 million citizens every day, the ICN is the largest and most successful state network of its kind in the nation. ICN was created by Statute in 1999 to serve Illinois Schools and Libraries with high quality and reliable telecommunications and broadband service. ICN is focused on meeting the demands of Illinois schools and libraries and as a customer of ICN, you receive a variety of services at no additional cost that include the following:

Reliability

 The Illinois Century Network is designed to provide full state wide backbone and core network redundancy with multiple tier 1 Internet service providers ensuring the highest level of network availability.

Access to Services

- ICN provides access to Internet2, is multicast enabled and is able to provide Quality of Service from your site to any other site on the network, ensuring priority for your most critical traffic. The ICN connects to the IlliniCloud and other Illinois based content providers.
- IP Address Assignments ICN will provide 32 public IP addresses at no cost, with additional addresses available if needed.
- ICN will host an unlimited number of Domain Name Service (DNS) records for your institution and will make DNS
 additions and changes within 24 hours or less during regular business hours. After hours and emergency DNS requests
 and requests for technical support is available through our Helpdesk at 800.366.8768 Option 2. ICN will primary and/or
 secondary your DNS records.
- The ICN is multicast enabled providing access to broadcast quality video from CSPAN, PBS, NASA and hundreds of others across our backbone.
- The ICN hosts Google and Akamai caching servers on the network to reduce download times. In addition, ICN peers with Google, Apple, Microsoft and Netflix, among others.
- Customers of the ICN are just a few hops away from thousands of Illinois schools, libraries, museums and government organizations as part of the "Illinois Intranet".
- o Schools and Libraries on the ICN have connectivity to Internet2, the nationwide high speed research network.

• Free Bandwidth for Specific Needs and PARCC Testing

The ICN will provide additional bandwidth to support temporary special needs or events your organization may have.
 Are you planning a conference or bandwidth intensive application? If your last mile has the capacity, the ICN will provide the additional bandwidth. ICN will provide additional bandwidth during PARCC testing at no additional cost.

• Security Protection

The ICN network provides Distributed Denial of Service (DDOS) mitigation meaning a DDOS attack on the school or library network will not result in a prolonged outage. ICN works with its upstream Tier 1 Internet providers as well as utilizing DDOS mitigation tools located within the ICN network to detect and then subsequently block DDOS traffic, while allowing legitimate traffic through. This detection and blocking process is activated within milliseconds of an attack dramatically reducing the DDOS impact to the customer network.

High Quality Internet

 Quality of service can be provided from your site to any other site on the network ensuring priority for your most critical traffic ICN does not employ over subscription within the ICN network. This means no sharing of bandwidth since the bandwidth is dedicated to the customer

Local Support via the ICN Regional Technology Centers (RTC)

- Our 9 Regional Technology Centers are located close to our customers around the state, and are staffed with skilled technicians ready to serve your networking needs starting with initial consultation services, to providing quotes on circuits and hardware, to providing on site installation and ongoing support.
- Local Regional Technology Center staff provides a full range of services including connectivity consultation, router recommendations and pricing, Domain Name Service (DNS) Hosting, bandwidth monitoring and ongoing technical support. Staff will go to any length and spend as much time as required to ensure your network is configured and working correctly. Our RTC offices and staff may be found at this link – http://www.illinois.net/rtc/default.htm.
- Loaner routers are housed at our RTC offices and are available to our customers should their router fail. RTC staff will bring the router to your site, configure and install the router, and ensure you are operational very often the same day.
 This service is subject to available inventory and customer requirements.

Access to ICN Webinars and Training

 Customers have access to the full range of ICN webinars and training materials available, including E-rate and network architecture training. In addition to webinars, RTC staff provides training and consulting either over the phone or in person.

A Member Driven Network

The ICN is a member driven network with customer representation on our Policy Committee – This is your network!

• Constant Network Monitoring

The ICN Communications Management Center (CMC) is our 24x7x365 helpdesk ready to assist you with any level of need. The CMC monitors your connection and works with your last mile provider to restore service should the connection fail. The CMC can be reached at 800.366.8768 Option 2.

• ICN Customer Discounts

 ICN customers are provided discounts on Cisco equipment (42.5%) and SmartNet maintenance (30%), and on T1 and MetroEthernet circuits and services from other cable and telecommunications providers.

We thank you for considering the Illinois Century Network. We continue to work to expand connectivity options, lower costs, and deploy new technologies and services to meet the evolving needs of our constituents. Cloud services, storage and virtualization, SIP, and Encryption services are currently in development. If you are interested in these services or have any questions about the ICN, please contact me. As a member driven network, your feedback is important to us. How can we help?

Robin Woodsome
Manager, ICN Field Operations
CMS, BCCS, Illinois Century Network
100 W. Randolph Street, Suite 3-110
Chicago, Il 60601
312.814.9698
robin.woodsome@illinois.gov

For more information, see our website at www.illinois.net or call 312.814.9698.

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests Review Inquiries Connectivity Information **Discount Calculation Entity Information**

News **Related Actions**

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Competitive Bidding	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 9:56 AM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 10:34 AM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	7/13/2016 12:48 PM CDT	7/29/2016 10:34 AM CDT
				11 - 13 of 13

Fiber Special Construction

Issue

FRN 1699118098 is requesting charges associated with the special construction of lit fiber, dark fiber or self-provisioned fiber. Special Construction charges must be cost effective and reasonable to be considered eligible for funding. See http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx for additional information.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button

Please answer the following questions, check all options that apply and/or provide the documentation requested.

#	Question	Response
1	Please provide the details of the fiber route(s) being constructed and the cost breakdown of the Equipment and Labor in the format shown in the attached document. Sample Document: DURAND SCHOOL DISTRICT 322.xlsx	Durand School District 322 USAC Reply.xlsx
2	Please explain how you determined that the services you selected are cost-effective and include an explanation of the factors and special circumstances which lead to your selection.	Cost Efficiency of Dark Fiber vs Available ISP.docx
3	Please also provide a detailed Map and a Network Diagram of the fiber route being constructed.	Attachment C.pdf

CLOSE

Recipient of Service on this FRN

The completion of the control of the			
Name and Number	Latitude	Longitude	
Durand Junior High School	42.4333138957277	-89.3319552637953	
Durand Elementary School	42.4333260791531	-89.3339861303348	
Durand High School	42.4333260791531	-89.3339861303348	
Dolan Education Center	42.4116826583453	-89.23300755	

1 Please provide all of the details requested below of each route's endpoint within your fiber network that is being constructed.

Route Start Point						
Start Point Name (Include BEN Name						
and Number, if applicable)	<u>Latitude</u>	<u>Longitude</u>				
Durand High School	42.4333260791531	-89.3339861303348				
	0	0				
	0	0				
	0	0				

Route Endpoint						
End Point Name (Include BEN Name						
and Number, if applicable) Latitude Longitude						
Dakota Illinois	42°23'19.86"N	-89°31'52.17"W				
	0		0			
	0		0			
	0		0			

2 Please provide the information requested below for the whole project:

Plant Mix:			
Plant Type Expe	cted Plant Mix	Existing Plant Mix	Average Cost Per Foot
Please indicate what % of build will be Aerial.	0.00	0.00	\$0.0
Please indicate what % of build will be Direct Buried.	0.00	0.00	\$0.0
Please indicate what % of build will be Buried with Conduit.	100.00	0.00	\$6.0
Total (must = 100%)	100.00	0.00	
Electronics Cost Detail		Material	Labor
Please provide the cost of Material and Labor for Customer Premise Equip	ment (CPF) needed		
	he fiber being built.	\$2,401.00	\$5,750.0
Please provide the cost of Material and Labor for Core Equipment need	ed to light the fiber		
	being built.	\$0.00	\$0.0
If you are not seeking any E-rate funding for CPE or Core Equipment need	ed to light the fiber.		
	•	Core (hub) location bui	It with through a BTOP grant
	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		
Count of Remote Nodes by Speed			
In your network , how many facilities/service location will be provid	ed a 1gbps or less circ	uit to your hub/demarc?	3
In your network, how many facilities/service locations will be provided at gr	eater than 1gbps circu	uit to your hub/dermarc?	0
, , , , , , , , , , , , , , , , , , , ,		Node Count	3
		<u></u>	
Core/Host Node Detail			
•	ne circuits from service	e locations/facilities connect.	
•	ne circuits from service	e locations/facilities connect.	Active Ports
•	ne circuits from service	e locations/facilities connect.	Active Ports
•		·	Active Ports 1
Core/Host Node Detail At the network Hub, there is generally either a router or a switch to which the one of the equipment located at the Hub, how many ports are connecting a On the equipment located at the Hub, how many ports are connecting	service location at the	e speed of 1gbps or less ?	Active Ports 1

Cost Efficiency of Dark Fiber vs Available ISP

When receiving original bids, we determined owning our own fiber was the most cost effective in providing internet access. This was determined over a 15 year span. The life of the fiber is said to range from 20-25 years, but with the ever so changing advances in technology, I wanted to be realistic in what the usage timeline may be.

The following numbers are current ISP rates/projections. These projections are without considered E-Rate funding:

Status Quo (w/ 1Gbps)	type	per month		
Mediacom	dedicated internet	3200		
Mediacom	cable internet & phone service	\$585.45		
AT&T	Durand T1 Line	\$1,339.58		
AT&T	Dolan T1 Line	\$892.29		
Frontier	Dolan T1 Line	\$282.17		
Frontier	Durand T1 Line	\$419.60		
Total Monthly		\$6,719.09	over 15 years	\$1,209,436.20

The following numbers are district owned fiber rates/projections. These projections are without considered E-Rate funding:

^{*}over 15 years includes project cost of \$227,220.00 and annual interconnect fees from NIUnet

Fiber Project	type	per month		
NIU net	Main internet service	\$2,000.00		
Mediacom	cable internet & phone service	\$585.45	This price may go down	
AT&T	Dolan T1 Line	\$892.29		
Frontier	Dolan T1 Line	\$282.17		
Total Monthly		\$3,759.91	over 15 years	\$1,048,003.80

FIBER OPTIC LOATION PLAN DAKOTA TO DURAND

FOR



* Remove all it is an notes

More several HH Locations Parthove Several 44 Locations

Change and point east to Durand High School

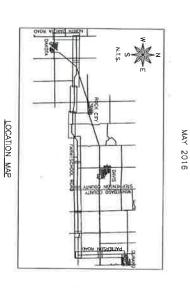
Change and point west to here HI

KELSO-BURNETT CO. 5617 Sockness Drive Rockford, IL 61109

ROCKFORD, ILLINOIS KELSO BURNETT

PROPOSED FIBER OPTIC LOCATION PLANS

STEPHENSON & WINNEBAGO COUNTY









Durand SD.



J.U.L.I.E.
Call below you dig

EXHIBIT J

Records / FCC Forms 471

Fiber Durand - #161051574



Summary Fundin

Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
No Pending Inquiries.										

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Competitive Bidding

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

It was determined that FRN(s) 1699118098 is/are a request(s) for the type(s) of product Dark Fiber, which must be compared with Lit Fiber to determine the most cost effective solution. Effective FY2016, applicants seeking support for Dark Fiber Solutions, Special Construction and/or equipment and maintenance associated with lighting dark fiber must compare the requested services to equivalent proposals for Lit Fiber Solutions and/or Services provided over Third-Party Networks to determine the most cost effective solution. (For reference, please read USAC's information at http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx).

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Please answer the following questions, check all options that apply and/or provide the documentation requested.

Question Response

#	Question	Response
1	Please provide an explanation of how the total cost of the requested type(s) of products were compared with the equivalent type(s) of products and provide any supporting documentation that was created during the bidding process.	We did not compare as we did not receive bids on Lit Fiber. I will upload the original RFP and highlight where we open to the bidding to Dark and Lit Fiber proposals. Page 5 and 6 under 1. General of the RFP states "The District is seeking options for bids. Respondents may bid one or many. The First option is a fully managed, lit service transport to these locations. Providers may either bid bundled transport and ISP service for these lit service circuits, bid the ISP service disaggregated from the transport circuit or provide pricing for both." - Attachment A.pdf
	Please also provide any documentation you may have to support your position.	Attachment A.pdf
2	Please provide the any additional bid response documentation, vendor documentation, legally binding agreements and/or contracts that specify the total costs for the requested type(s) of products and the equivalent type(s) of products.	Internet Service Agreement.pdf
3	Please provide the specific period time over which each option was compared based on the anticipated use of assets.	N/A as no Lit Fiber proposals were made.
	Please also provide any documentation you may have to support your position.	
4	If you would like to provide any additional information about these issues that have not been addressed above: Use the text box to type information, or upload additional documentation using the "Browse" button.	N/A

CLOSE

 $https://portal.usac.org/suite/tempo/records/item/IMBDUvg2DtnG8p1r6BQySZDsxwy5eQUcaOkqOOv29oh9dnIQ7c9knr07j-9jJrMPw3Ap9RdkTVMB0fE... \\ 2/2$



Fiber Optic & Wireless Links

Request for Proposal And Response Document

Company Response for:

December 15, 2015

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INVITATION TO BID

Dear Vendor:

The Board of Education of the Durand CUSD 322 invites you to submit a sealed bid for:

THE INSTALLATION OF FIBER OPTIC CABLE AND WIRELESS LINKS

The enclosed bid form(s) **must** be used in submitting bid. Bid must be addressed as follows:

Durand CUSD 322
District Office
Fiber and Wireless Installation
200 W. South St.
Durand, IL 61024

Sealed bids will be received until - 1:30PM CDT, Friday, January 29, 2016.

The required contractor's Certification forms must be completed and returned with the bid.

It is the intention of the Board of Education to award the bid at the **February Board Meeting.** The Board of Education may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District 322 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. Any request for information shall be made to Ed Johnston, Technology Director by email at ejohnston@cusd322.org, but the response may not be used as a condition to any bid being submitted.

Sincerely,

Mr. Kurt Alberstett Superintendent

PUBLIC NOTICE

NOTICE TO BIDDERS

The Board of Education of the Durand CUSD 322 is accepting sealed bids for:

ERate FIBER OPTIC CABLE AND WIRELESS INSTALLATION

Optional Pre-proposal Conference: An optional pre-proposal conference will be held at 10AM on January 6th, 2016 in the Administrative Offices of the District. Participation by phone will be allowed. To register, please contact Ed Johnston; ejohnston@d322.org and state whether you will be participating onsite or via teleconference.

Sealed bids will be accepted until 1:30PM CDT, Friday, January 29, 2016 at the District 322 Administration Building, at which time they will be publicly opened and read in the Board Room.

Vendor registration will be available by request, please contact Ed Johnston, Technology Director at ejohnston@d322.org. To register and receive all Addenda to this RFP, please follow the directions below:

- Create an Email with Vendor Registration in the subject line
- Be sure to include contact information including:
 - Name
 - Title
 - Company
 - Phone Number
 - Email address

Direct any questions to Ed Johnston, Technology Director at ejohnston@cusd322.org
All questions must be submitted in writing.

INSTALLATION OF SCHOOL TO SCHOOL FIBER AND WIRELESS

Table 1 - RFP Schedule

Selection Process Step	Estimated Date(s)
RFP/Bid Issued	December 15, 2015
Pre-proposal Conference (Optional)	January 6, 2016
Final Date for Questions	January 8, 2016
Publish Addendum	January 12, 2016
Proposals Due	January 29, 2016
Decision on Vendor Finalists (short-list)	Early February, 2016
Vendor Scope Reviews and Final Pricing	February, 2016
Presentation of Estimated Recommendation to Board	February, 2016

Contract Negotiations Complete	March, 2016
Project Kick-off	April 1, 2016
Project Completion Date	TBD

INSTRUCTIONS TO BIDDERS

1. GENERAL

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network. Any proposed fiber and routing equipment must be exclusive to District (Transport circuits will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

The District is seeking options for bids. Respondents may bid one or many. The First option is a fully managed, lit service transport to these locations. Providers may either bid bundled transport and ISP service for these lit service circuits, bid the ISP service disaggregated from the transport circuit or provide pricing for both. The second option is for a self-provisioned dark fiber solution that includes 12 strands of fiber between the designated end points and fiber maintenance and operations for the circuit from the District to the bidder designated Internet Access Point/PoP. We have outlined one such option in this RFP.

- a. Bid(s) shall be hardcopy, signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. The District requires one original, three paper copies and one electronic copy. Unsigned bids will be rejected. Note, the original is the copy of record, an emailed electronic copy will not be considered without timely receipt of the original.
- b. Seal and deliver bid(s) to the Administration Office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All bids shall be made using the forms response areas included in this RFP document.
- d. The Board of Education is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid specification and installation as called for in the bid specifications.

Correspondence shall be addressed to the Director of Information Technology, Eddie Johnston.

The District may leverage E-Rate funding, for financial assistance in the procurement of some of this equipment and services.

If budgets allow, all network equipment and services herein will be procured with or without E-Rate funding.

Only vendors with an active Service Provider Identification Number (SPIN) number will be considered. To obtain a SPIN number, see http://www.usac.org/sl/service-providers/step01/default.aspx.

- g. Bids are available for inspection in the Administration Office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise the purchasing official first orally, followed by written notice (fax, email or letter), with specification of the claimed problems which must be received during regular working hours at least ten (10) days before the date set for bid opening. Upon receipt of the notice, the purchasing official will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of sixty (60) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, or telegram, or fax received by the district or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items bid shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

School District 322 requires that a current W-9 form be included with your sealed bid. This form can be found at http://www.irs.gov/pub/irs-pdf/fw9.pdf. Submit the first page of the form with a signature attached to this document with your response.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor and in compliance with 820 ILCS 130 et seq. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

It shall also be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to file a certified payroll with the Board of Education no later than the 15th day of each calendar month for the immediately preceding month. The certified payroll must be in compliance with the requirements set forth in Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained

herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775 ILCS 5/1-10 et.seq.), hereinafter "unlawful discrimination". The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, bidders shall state the delivery time for each respective item in their bids. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to a different bidder or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (3) a bidder is not a responsible bidder and should be disregarded. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. <u>PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND</u> REQUIREMENTS

With the award of a dark fiber bid, within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY

A Bid Bond is not required for this project.

16. SCOPE OF WORK

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards. Collectively the work described in Attachments 8 and 9 will be referred to as "Work".

17. INSURANCE REQUIREMENTS

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board of Education:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,0
	Products-Comp/OP Agg	2,000,0
	Personal Injury	1,000,0
	Each Occurrence	1,000,0
	Fire Damage (Any one fire)	50,0
	Medical Exp. (Any one person)	5,0
Excess Liability	Each Occurrence	2,000,0
	Aggregate	2,000,0
Automobile Liability	Bodily Injury (each occ)	1,000,0
	Property Damage (each occ)	1,000,0
Worker's Compensation	Statutory Limits	
	Each Accident	500,0
	Disease-Policy Limit	500,0
	Disease-Each employee	500,0

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Board of Education.

With respect to the insurance required herein, the contractor shall provide such insurance naming the Board of Education, the Board of Education's members, individually and collectively, and its administrators, officers, employees, agents, representatives, and volunteers as <u>additional named insureds</u>. The contractor shall also purchase and maintain such insurance as will protect the additional named insureds from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

It is MANDATORY that within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the Board of Education. The Certificates of Insurance shall be executed by insurance companies with AM Best financial strength rating of "A" or higher and financial size categories of "VII" or greater evidencing the required insurance coverage.

18. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members, individually and collectively, its administrators, officers, employees, agents, representatives, and volunteers from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract; or
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, and agents) or damage to or destruction of any property, including the loss of use thereof caused in whole or in part by any act, error or omissions of the contractor or any subcontractor or anyone directly or indirectly employed by any of them, or breach of this contract of the contractor; or
- C. Any breach of this contract by the contractor.

20.LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be opened or considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the Board of Education. The use of Board of Education equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

The Board of Education supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as to the percentage of recycled products in each item.

22. PAYMENT

Monthly progress payments may be submitted to the District for reimbursement based on percent complete.. A partial payment not to exceed 25% may be acceptable at the time of the purchase order to cover the cost of materials. Fifteen (15%) percent of the project shall be retained for thirty (30) days after the final acceptance date.

23. MANUALS

For all items installed on the project, the successful bidder shall supply, at no cost to the Board of Education, parts list, and specification sheets for each component.

24. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and it shall be the contractor(s) requirement to obtain

any necessary permits. The Board of Education will cooperate in order to expedite approvals of said permits.

25. PERSONNEL

If any person employed on the work site is, in the opinion of the Superintendent of CUSD 322, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, the contractor shall direct that person to cease work and vacate the job site immediately.

All contract personnel employed on District property are required to pass a criminal background check, statewide sex offender database check, and statewide murderer and violent offender against youth database check, as required in 105 ILCS 5/10-21.9(f).

26. SEXUAL HARASSMENT

Pursuant to the requirements of the Illinois Human Rights Act, 775 ILCS 5/2-105, the bidder shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

27. QUALIFICATIONS

Bidder must be an authorized dealer and installer of products that the bidder is bidding on. Bidder must supply a list of references of like products and installations. A reference sheet is attached.

28. TERMINATION

This contract may be terminated as follows:

- a. The Board of Education reserves the right to terminate this contract at any time without cause upon fourteen (14) days written notice to the contractor; and
- b. If either party breaches or fails to perform any of the promises set forth in this contract, then as an option but not as its sole remedy, the other party may terminate this contract. If the contractor is the terminating party, then contractor shall provide a thirty (30) day written notification to the Board of Education with an opportunity to cure. In the event the contractor breaches or fails to perform any of the provisions of this contract, the Board of Education shall have the right to terminate the contract upon written notice and without the opportunity for the contractor to cure. In such case, at the Board of Education's option, the contractor may be required to continue operation until relieved by a subsequent contractor chosen by the Board of Education, for a period of up to thirty (30) days after receipt of written notice.

If the Board of Education terminates the contract without cause, the Board of Education must pay the contractor any amounts due for work completed. If the Board of Education terminates the contract for cause, the Board of Education must only pay the contractor for the amounts due for work completed less the cost to complete the remaining work.

29.SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

30. Alternative Bids

Lit Service:

The School district must have guaranteed Lit Transport Bandwidth to this end point throughput (upload and download) of 1 gbps, upgradeable to 5 gbps with Service Level Agreement (SLA) guarantees.

The transport circuit endpoints will be from the designated school end point to the school district hub and if applicable from the school district hub to the nearest Internet access point.

Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows the District to request payment of discount portion of NRCs in the first year of service. The District may request to pay the non-discount share of special construction costs that are the responsibility of the District, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate Limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.

For lit services the following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Shared management of equipment
- Must provide response time for outages
- Must provide 99.99% guaranteed uptime
- There is no right to rate limit or throttle the capacity of the circuit at any time
- Symmetrical upstream and downstream bandwidth to the required levels
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds

- Bit-Error Rate commitment <0.25% between circuit endpoints
- Mean Time-To-Repair for outages <4 hours

As part of its response a network diagram displaying the paths to be used to serve each endpoint must be included.

Dark Fiber with Maintenance:

As an alternative, the respondent is requested to quote a 2 or a 4 strands of dark fiber between the designated locations. A diagram showing the end points of each fiber run must be included with the IRU response. The pricing response should indicate which endpoints are served with which lateral.

Price Proposal

The District is interested primarily in 2 or 4 strand lease for each location to be connected with a one-time capital cost payment for the lease of fiber combined with "all-in" recurring payments for operations and maintenance costs for the first 5 years of use of the fiber.

Respondents are encouraged to separate special construction/non-recurring charges as defined by E-rate Modernization Order 2. New fiber special construction charges as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing the District to pay the non-discount share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

The School District will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments.

Each respondent is required to complete the pricing matrix in the spreadsheet accompanying to this RFP. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

For each proposed route, respondent must offer pricing proposals for 4 fiber strands.

General Terms for Dark Fiber

The following are general terms that apply to self provisioned fiber.

Fiber Interconnection Policy

Respondents must describe any cross-connect policies and all related cross-connect fees. The Distric prefers vendors that build cross-connect costs into the initial purchase arrangement.

Colocation Space Availability

Respondents should provide detailed information on access and cross-connect policies and arrangements for power and telephone service at (interconnection address).

Meet-me Hole and Mid-Span Interconnection Splicing

It is possible that the District may want to interconnect with the dark fiber facilities at meet-me manholes or mid- span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

The District prefers to dark fiber routes that contain a homogenous fiber type throughout the segment as outlined later in this RFP. Vendors must provide information on the age, type and performance of fiber they are proposing, including a description of all applicable splice loss budgets.

Dark Fiber Maintenance

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber for at least the first 5 years of the agreement. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports

- What service level agreement is included, and what alternative service levels may be available at additional cost.
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;

The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

31. SELECTION CRITERIA

The Board of Education will evaluate all bids based on the following rating system: Price 50%, Quality of Proposed Solution 25%, Quality of References 15%, and Completion of this document is 10%. Nonetheless, the reservations stated in Section 12 of these Instructions apply and the Board of Directors are not bound by the criteria set forth in this section. Due to E-Rate requirements, price will be the largest percentage of any rating system the District chooses to use.

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

1.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:
2.	ORGANIZATION:
	ADDRESS:
	CITY, STATE, and ZIP CODE:
	TELEPHONE NUMBER:
	CONTACT PERSON:
	DATE OF SERVICES:
	DOLLAR AMOUNT OF THE JOB:

REFERENCES (CONTINUED)

3.	ORGANIZATION:					
	ADDRESS:					
	CITY, STATE, and ZIP CODE:					
	TELEPHONE NUMBER:					
	CONTACT PERSON:					
	DATE OF SERVICES:					
	DOLLAR AMOUNT OF THE JOB:					
OFFFF	ROR'S NAME:					
SIGNATURE:						
DATE:						

COMMENTS

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed an MAY RESULT IN DISQUALIFICATION OF	-	proposal. FAILURE TO DO SO
, as part of its bid W. South Street, Durand, IL 61024, of Winner from bidding on the aforementioned contract a 5/33-E4.		
Firm: SPIN Nu	mber:	
В	y:(Signature)	
	(Printed Name & Title)	
SUBSCRIBED and SWORN TO before me		
This day of	, 2015	
NOTARY PUBLIC		

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

, having 25 or <i>Illinois Drug-Free Workplace Act</i> (30 ILCS engaged in the performance of work under <i>Drug-Free Workplace Act</i> and, further certification of the <i>Illinois Drug</i>	580/3) to the coaffies that	ontract by complying with the it it is not ineligible for award of	workplace for all employees requirements of the <i>Illinois</i>
·		· 	
	Ву:	(Signature)	
		(Printed Name & Title)	
SUBSCRIBED and SWORN TO before me			
This day of		_, 2015	
NOTARY PUBLIC			

CERTIFICATE REGARDING

SEXUAL HARASSMENT POLICY

(775 ILCS 5/2-105) that it has a written sexu information: (i) the illegality of sexual haras a description of sexual harassment, utilizing (v) the legal recourse, investigative and com	by certify pursuant to Section 2-105 of the <i>Illinois Human Rights Act</i> and harassment policy that includes, at a minimum, the following ssment; (ii) the definition of sexual harassment under State law; (iii) examples; (iv) an internal complaint process including penalties; aplaint process available through the Department of Human Rights ons on how to contact the Department of Human Rights and Human hinst retaliation.
	Firm:
	By:
	(Printed Name & Title)
SUBSCRIBED and SWORN TO before me	
This day of	, 2015
NOTA DV DVDV IG	
NOTARY PUBLIC	

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

, does her (775 ILCS 5/2-105) that it has a written terms and conditions of the Equal Employ	equal er	nployment o	pportunity po		
	Firm:				
	Ву: _	(2)	Signature)		
	_	(Print	ted Name & Title)	<u> </u>	
SUBSCRIBED and SWORN TO before n	ne				
This day of		, 2015			
NOTARY PUBLIC					

ATTACHMENT 6

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Act,	agrees if at the time the is excessive unemployment in Illinois as d 30 ILCS 570/0.01 et seq., as two c	lefined in the I onsecutive m	Employment of Illinois Wo onths of unemployment	rkers on Public Works exceeding 5%, then
	agrees to employ Illinois lablic Works Act. An "Illinois laborer" is de			
	days and intends to become or remain an Ill	• •		imois for at least tility
(/				
		Firm:		_
		Rv.		
		Бу	(Signature)	
			(Printed Name & Title)	
SUB	SCRIBED and SWORN TO before me			
This	day of	. 2015		
		,		
	NOTARY PUBLIC			

ATTACHMENT 7

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

DO SO MAY

ne following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO ESULT IN DISQUALIFICATION OF THE BIDDER.	MAY
, as part of its bid for the work for Durand CUSD 322. South Street, Durand, IL 61024 certifies that said Contractor is not barred from bidding or prementioned contract as a result of a violation of the above Non-Collusion Affidavit.	
Firm:	
By:(Signature)	
(Printed Name & Title)	
JBSCRIBED and SWORN TO before me	
nis, day of, 2015	
NOTARY PUBLIC	

ATTACHMENT 8

SCOPE OF WORK

The District is seeking options for a private dedicated network solution for the connections between the individual schools and their nearest Internet Access Point/Point of Presence (PoP) where all fiber and routing equipment is 100% dedicated to the school district network.

As one alternative, the School District, is requesting quotes to install 4 strands, or greater, fiber optic link between two locations, an iFiber splice point in Rockton with an alternative along the path to Orangeville and the school facilities in Durand. Conceptual path data can be found in Attachment 10. The addresses for the school facilities are shown in Attachment 11. Complete the pricing summaries in Attachment 12 to complete your quote. Note, this RFP document is also your quote response.

Path Summary

Attachment 10 provides a detailed description of some potential paths:

- 1. A fiber optic link from Durand School to the junction point in Rockton at the Municipal Center. A detailed design document will be provided. An alternative would be a west path to a handhole in Buckhorn Corners should it be less costly compared to the Rockton path.
- 2. A wireless link between an existing water tower or similar along the fiber path in Rockton to Durand School. This will be a licensed link with 99.999% uptime running at 400 Mbps. This link must be upgradeable in the future to a higher speed through the purchase of a license.
- 3. A fiber lateral or wireless connection to the Maryville Farm Campus at 10104 Farm School Road, Durand, IL. This is located one-half mile south of route 75 on Farm School Road.

Materials Specifications

The fiber optic cable must be single mode and meet or exceed the characteristics of Corning SMF-28 Optical Fiber. See the following website for the complete specifications of this cable:

http://www.corning.com/opticalfiber/products/SMF-28_ULL_fiber.aspx

This Corning website states that "SMF-28® ULL fiber, [is] fully compatible with legacy single-mode fibers (G.652 compatible), has the lowest loss of any terrestrial grade fiber with maximum attenuation available between 0.17 and 0.18 dB/km at 1550 nm as well as the lowest PMD of any ITU-T G.652 compliant optical fiber featuring a \leq 0.04 ps/vkm PMD_Q link design specification." The School District

desires fiber with the characteristics demonstrated by this fiber as it will support the future use of either CWDM or DWDM technologies should we need to expand the capability of our fiber optic cable plant.

The School District will accept optical fiber materials from Corning Cable Systems or equivalent for the fiber build out. The specifications for the fiber cable are for enhanced singlemode fiber (low water peak) loose tube cable.

Optical fiber cable must follow minimum specified performances for ALTOS Lite Gel-Free Cables, Single Jacket/ Enhanced Singlemode Fiber. Optical cable attenuation and loss is specified as follows:

<u>1310 nm</u>	<u>1300 nm</u>	<u>1550 nm</u>
0.4 db/km	0.4 db/km	0.3 db/km

Cable attributes will be for loose tube cable, single armor, single jacket, dry block with TIA/EIA 598 color code schemes for each tube of twelve fibers. Cabling must meet all manufacturer specifications for direct bury within an innerduct system.

Innerduct shall be smooth in/smooth out with a strength dimension ratio of 11 (SDR 11), orange in color and containing no regrind. Minimum duct size shall be 1 1/2". Any vacant ducts will be equipped with mule tape.

At the new handhole near the existing facilities, the fiber shall be joined in re-enterable splice enclosures.

Deliverables

The specific scope of services will vary based on the exact path proposed to the School District, but shall, as a minimum, include engineering drawings of the cable run showing the proposed path in detail necessary to obtain access permits from the local Village or County, as appropriate, and other responsible agencies as required.

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the School District.
- b. If the current building infrastructure is not adequate, your proposal must include pulling fiber to the designated location within each building or termination point at the local point of presence to the facility's network.
- c. For each segment of the run, provide an itemized quote that shows materials and labor.
- d. The use of duct to protect the fiber is required. Armored cable or other types of direct burial fiber may be proposed as alternatives if they are more cost effective with no sacrifice in cable protection.

e. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the fiber system will require during the one year warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

E-Rate - The winning contractor must create separate E-Rate eligible and E-Rate ineligible bills of material by school in order to comply with the terms and conditions of E-Rate. The District's E-Rate consultant will be available to advise in this matter.

Payment options - Vendors should submit any proposed payment options. Payment options will be negotiated with the winning contractor. Prices should be all inclusive. All inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet. Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows (School district) to request payment of discount portion of NRCs in the first year of service. The (School District) request to pay the non-discount share (share of special construction costs that are the responsibility of the applicant, to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the new fiber optic cable with all path survey data. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and on a CD-ROM for the records of the respective Village and County agencies. Documentation for the School District must be in AutoCAD format.

Termination, Performance and Acceptance Testing

Terminations will be fusion spliced connections to 3 meter factory ultra-polished connector (UPC) pigtails, equipped with SC connectors unless otherwise specified. Termination cabinets will be specified for each location using Corning Systems rack mounted cabinets or equivalent.

A total of 24 fibers will be terminated at the termination points in the two school facilities in an existing 19" rack. Contractor will supply a Corning or equivalent termination cabinet cable to hold the 24 fiber capacity for the cable.

Performance and acceptance of the system will be based upon the following criteria:

- a. All optical cable will have a pre-installation check that will include the verification of the correct fiber optical cable, distance, manufacturer's specification and check for any material defects in the cable. All pre-installation checks will be documented that it is free from any defects or abnormalities.
- b. Link continuity, end-to-end from patch panel-to-patch panel, through the fiber.
- c. OTDR testing of each fiber between the facilities. Fiber shall be tested and documented from both ends. All installed and terminated fiber optical cable will be tested with a bi-directional OTDR tests on all strands of fiber in the cable binders. All tests must be completed using 1310nm and 1550nm and conform to TIA/EIA-526-7 method B.
- d. Documentation for each test shall be provided to the School District in PDF format and a magnetic media.

The School District will not be deemed to have accepted the system or products used in conjunction with the system until this testing is performed and the School District indicates in writing that it accepts the system.

ATTACHMENT 9 CABLE INSTALLATION STANDARDS

The following general standards sections that are based upon the Illinois Department of Transportation Standard Specifications (these requirements can be found on the State of Illinois website at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf. See and shall apply to the scope of work requested within this Request for Proposal. The bidder must indicate acceptance of each standard or reject with comment.

A Resident Notification

The contractor is responsible for notifying the residents and businesses prior to start of all construction that would affect access. The Village and School District must approve the method of notification.

Accept

B Permitted Hours of Work

The local Municipal Codes may restrict all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and Saturday. No construction work is permitted on Sundays or holidays. All Contractors working on this project will be bound by these requirements.

Accept

C Utilities

The Contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. As part of the installation the contractor shall be responsible to request all public and private utility locates.

Accept

D Construction Equipment and Materials

No construction equipment shall be parked or stored on any Village's right-of-ways without prior written approval from their Director of Public Works. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the Contractor when working near trees and shrubs to protect them from harm.

Accept

E Excavation -Removal and Disposal

All debris removed during the construction process shall be properly disposed at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the Contractor at his expense. This work shall be done in accordance with Sections 202 and 301 of the Standard Specifications.

Accept

F General Debris

During the performance of the work, Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and waste material, and at the completion of the work the site shall be cleared of all debris, leftover tools, consumable supplies, and materials which may have accumulated in the performance of the work. Where the Contractor, after ten (10) days notice, fails to keep the area of work reasonably clean and safe or fails to clean this area at the completion of the work, the Village or School District may perform this work, the cost of which shall be against Contractor's account and may be deducted from the sums due or to become due to the Contractor. The Contractor is responsible for the physical removal of rubbish and packing materials from the Village and School District premises.

Accept

G Miscellaneous Incidental Restoration

Any parkway damaged by the Contractor will be repaired to the satisfaction of the Village and School District. Methods for repair must be approved by the Village and School District prior to the Contractor making any repairs. This work will be considered incidental to the Contract. All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover. Note that most residential areas require sod, rather than seeding, for restoration. The contractor shall backfill, replace, resurface and restore all affected areas of construction including but not limited to, sidewalks, asphalt, grass, pavement, street, roads, driveways, or highway right of way to original or better condition in accordance the Village restoration guidelines. More complete restoration requirements are available from the Public Works Department.

All work shall be in accordance with the applicable portions of Sections 211, 212, 250, 251 and 252 of the Standard Specifications. All restoration must be completed within two (2) weeks from completion of construction. This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village and School District.

Accept

H Facility Restoration

The Contractor shall be responsible for replacing or restoring to original condition any damage to water tanks, floors, ceiling, walls, window, door, fixtures, furniture, grounds, pavement, roots, building exteriors, mechanical and electrical systems, etc., caused by its personnel and operations. Any damage or disfiguration will be restored at the Contractor's expense. The Contractor shall be responsible for all out of service and damage claims billed by third parties for damage caused by the Contractor.

Accept

I Traffic Control Plan

Traffic Control and Devices shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control:

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village and School District.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays. All traffic control and protection shall be incidental to the contract.

All barricades shall be Type I or II equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Accept

J Engineering & Easements

Prior to installation, all plans and drawings must be submitted by the Vendor to the Village, School District and other responsible agencies or approved Engineering Firms for approval. As part of the engineering process, the contractor shall work to support the Village and School District with specifications and engineering drawings that are required to obtain any public or private easements or access rights needed to complete the specified work, including IDOT and private property.

Accept Reject with Comment

K Labor and Materials

Unless otherwise specified, the contractor must furnish all labor, equipment, materials, wire, cable, conduits, outside plant, transportation, shipping, and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP. All materials shall be shipped FOB destination.

Accept Reject with Comment

L Tools and Test Equipment

The Contractor must supply, furnish, fabricate or otherwise provide all utilities, tools, installation equipment, and test equipment that are required for completing the installation and implementation of the fiber optic system.

Accept Reject with comment

M Permits and Approvals

The Contractor must apply for and obtain all permits and approvals from the Village and any other regulatory agencies, and all building owners and managers. The Contractor will pay costs of these permits and approvals beyond those not waived by the Village. The contractor shall be responsible for providing

any required engineering drawings and related certifications that are required for the permits or easements. Also reference section J.

Accept

Reject with Comment

N Access

The Contractor will have access to School District buildings, including docks and elevators when and where available, in order to carry out the required work. Access to Village or other buildings must be coordinated with the appropriate manager. The Contractor shall pay any costs associated with after-hours access to a facility.

Accept

Reject with comment

O Codes and Standards

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.

The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/TIA/EIA 568B-3, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/TIA/EIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM). If there are violations of code, the Contractor must make corrections at no cost to the School District.

Accept

Reject with comment

P Quality and Workmanship

Quality of work and neat appearance shall be as important as the electrical and mechanical efficiency of the system.

Accept

Reject with comment

Q Non-disruption

During installation and cutover, all reasonable precautions must be undertaken to prevent or minimize any disruption of or disturbance to Village operations. Access to School District facilities may not be impaired without the District's prior approval. The Contractor is responsible for insuring minimal disruption of any existing telemetry, telephone, video, SCADA systems, water tower systems and data communications' systems and networks. Planned outages shall be scheduled only with permission from the School District.

Accept

Reject with comment

R Installation of Cabling

It is the responsibility of the installing firm to inform the owners/operators of facilities (e.g., electric power, natural gas, and other communication cables) located near the proposed installation of the specific dates and times of the installation. The vendor must follow standards and practices outlined by OSHA for all work in confined or hazardous spaces. Note that open trenches must have security fencing when not attended.

With underground cable, the contractor shall direct plow, trench, excavate, directional bore, rock saw, or utilize other methods approved by local authorities to complete this project. During the course of the construction the contractor shall protect right-of-way to minimize damage from construction activities, including, but not limited to, utilizing good soil erosion practices and taking special precautions in the environmentally sensitive and cultural resources sites.

The contractor is responsible to determine soil conditions as part of the bid process. Consideration will be given to obstructions encountered within the path during the construction process that are not consistent with these soil conditions.

The optical fiber cables and subducts will be placed at a minimum of 32 inches below grade, unless otherwise specified by local, county or state permits.

Accept

Reject with Comment

S Equipment Installation Guidelines and Requirements

Approval of the installation plan and procedures will occur most quickly if the guidelines and requirements presented below are followed. Exceptions to the rules will be considered, but will require supportive documentation. Codes from multiple communities may apply on projects that cross jurisdictional boundaries

S-1 Type of Cable and Conduit

The local Village Electrical Code (or other municipal group as applicable) covers the type and material make-up of communication cable and conduit. Questions regarding this code should be addressed to the local village or Winnebago County. For fiber optic cable, the following highlights the requirements and guidelines:

- 1. Fiber optic cables must be of the proper construction so as to prevent mechanical injury, failure due to lightning, rodent damage and be suitable for installation where a conduit, duct or raceway is not proposed. Other installations shall require a conduit or supporting duct (e.g., under the street, in plenum areas).
- 2. As most areas are subject to periodic flooding, cable and equipment not above ground level shall be waterproof.

- 3. All equipment must be clearly identified as to the owner.
- 4. All installations shall comply with the provisions of the local Electrical Code and any other applicable local and national code.
- 5. All underground cabling shall have the capability to be located. Should the cable be non-metallic, a form of metallic cable shall be buried with the non-metallic cable in such a manner that a locate signal can be placed on this associated cable to determine the location of the non-metallic cable.
- 6. All ducts and conduits shall have pull-strings or mule tapes installed to facilitate future cabling.
- 7. The contractor shall ensure that all manholes/handholes will be free of debris, adequately sealed, and covers shall be secured as required by their manufacturer.
- 8. Outside plant splices will use Corning SCF-6c28-01 canister closure. An equivalent product may be used if required and approved by the School District.
 - 9. Handholes can be either Quazite or Armorcast with the dimensions of 30x48x18 with full traffic rated lid and no bottom. All handholes placed will have a minimum of a 12" bed of crushed stone or pea gravel placed under them for optimal protection unless specified differently by the local Village or County codes. The handholes shall be rated to support the anticipated traffic based on the location of the unit. All handholes will be marked with long lasting brass metal tags with the information "Durand CUSD 322" and a contact phone number of "(815) 248-2171". Each hand hole will have a minimum 50' coil slack of each fiber cable entering the handhole. The coil is not to exceed the fiber manufacturers bend radius requirements. The coil will be placed in the bottom of the handhole. At a minimum, handholes shall be no more than 4,000 feet apart for a straight run, located at each road intersection, at each facility entrance, at cable junction points and where the cable makes a ninety degree turn.
- 10. The sheath of each armored optical fiber cable will be grounded where it enters the building unless otherwise specified.
- 11. A splice case suitable for underground use will be installed for cable sheath isolation, grounding and cable locating purposes. Bonds shall be attached to connect each cable sheath to a ground buss located within the handhole or in a locate pedestal. A 5/8" x 8' copper clad ground rod shall be installed inside the handhole and bonded to the ground buss.
- 12. A locate pedestal will be placed no greater than 6,000' spacing or 3,000' each direction. If possible, the locate pedestals shall be located at the handholes.

Accept

T Standards and Code References

The following standards and specifications apply to installed equipment in the locations as defined in the attached document.

Except as otherwise specified, materials must be new, must conform to industry standards, and must be Underwriters Laboratories listed and labeled. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of the local Village, County and School District and at no additional cost to the Village, County and School District. Prior to the installation, the School District, Village or County and Contractor will agree on all specifications for the materials to be used during the project.

In addition, the latest editions of the following standards are minimum requirements (when there are conflicts between codes and standards, the more stringent standards or codes shall apply):

- **T-1** American National Standards Institute (ANSI)
- **T-2** Local Village and County Codes
- **T-3** Electronic Industries Associated Telecommunications Industry Association including but not limited to: EIA/TIA 567, 568, 569, 607, 72, 606
- **T-4.** Institute of Electrical and Electronic Engineers (IEEE)
- **T-5.** International Telecommunications Union (ITU)
- **T-6.** International Organization for Standardization (ISO)
- **T-7.** Internet Engineering Task Force (IETF)
- **T-8.** National Electric Codes (NEC®)
- **T-9.** National Fire Protection Association (NFPA)
- **T-10.** National Electronic Manufacturers Association (NEMA)
- **T-11.** Rural Electrification Association Standards (REA)

Accept

U Installation Standards for Customer Premise Equipment

U-1 All elements of the system installation shall conform to local building codes.

- **U-2** The Bidder is responsible for the engineering, furnishing, and installation of all interface equipment to existing voice, video, and data equipment.
- **U-3** The Village shall be allowed to attach technically compatible equipment without abrogating any warranties of the bidder.
- **U-4** To the extent possible, the system shall be assembled and wired at the factory. The system shall be tested and adjusted to the maximum extent possible before shipment.
- U-5 Upon completion of the system's installation and prior to acceptance by the School District, all equipment shall be thoroughly cleaned and made free of extraneous bits of installation materials, wire, etc., by the contractor. Debris resulting from the installation shall be removed from all areas and be disposed of by the contractor.
- **U-6** Prior to acceptance testing, the bidder shall certify to the School District that all system hardware and features provided in the system have been thoroughly tested to ensure that no mechanical or electrical problems exist and that all system features are functional.
- **U-7** The contractor shall not interfere with existing telephone, video, and data service in any fashion without School District permission. Note that on water towers no interference shall be caused to existing communication provider's equipment.
- **U-8** The bidder shall provide an acceptance checklist to be approved by the School District.

Accept

V. Category 6 Component Specifications

All Category 6 cabling, such as patch cables or radio interconnect cabling shall meet or exceed the following specifications:

All Category 6 cordage shall be round and consist of 24 AWG copper stranded conductors. The conductors shall be tightly twisted into individual pairs and shall meet or exceed the electrical specifications for the Category 6 standard.

The standards for all Category 6 cabling shall meet or exceed those in the following table:

Category 6 Solid Horizontal and Backbone Cable

Frequency	Insertion	NEXT	PSNEXT	ELFEXT	PSELFEXT	Return
(MHz)	Loss (dB)	(dB)	(dB)	(dB)	(dB)	Loss (dB)
0.772	1.8	76	74	70	67	19.4
1	2	74.3	72.3	67.8	64.8	20
4	3.8	65.3	63.3	55.8	52.8	23
8	5.3	60.8	58.8	49.7	46.7	24.5
10	6	59.3	57.3	47.8	44.8	25
16	7.6	56.2	54.2	43.7	40.7	25
20	8.5	54.8	52.8	41.8	38.8	25
25	9.5	53.3	51.3	39.8	36.8	24.3
31.25	10.7	51.9	49.9	37.9	34.9	23.6
62.5	15.4	47.4	45.4	31.9	28.9	21.5
100	19.8	44.3	42.3	27.8	24.8	20.1
200	29	39.8	37.8	21.8	18.8	18
250	32.8	38.3	36.3	19.8	16.8	17.3

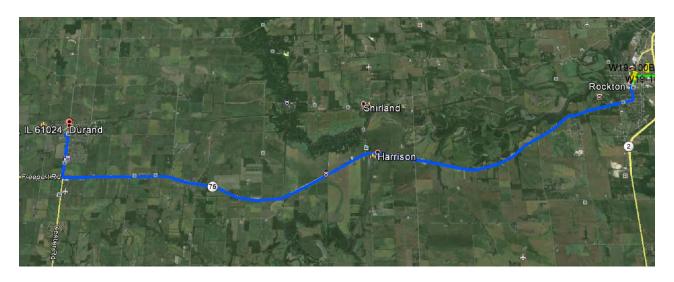
UL® verified for TIA/EIA 568-B electrical performance

UL® and c (UL®) listed for fire safety

Attachment 10

Facility Link Overviews

Rockton to Durand Schools



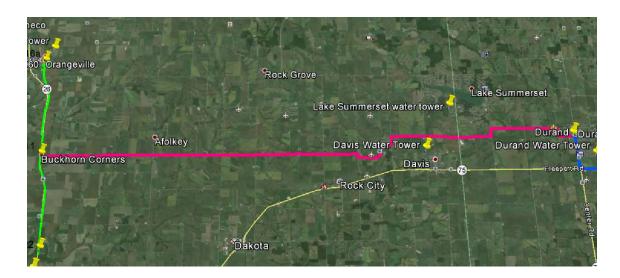
Scope Summary

Start at the existing handhole, W19-100B, in front of the Rockton Municipal Center on E. Main Street near Route 75 following Route 75 and 70 to Durand. This path is estimated to be about 15.7 miles with two crossings of the Pecatonica River.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

West Path to Durand



Alternative Scope Summary

Starting at handhole S29-111 in Buckhorn Corners follow E. McConnell Road east to N. Eggert Road south to E. Eppleyanna Road east to Church Road north to E. Pieper Road east to Best Road north to Durand Road east to Pepper Road south to W. South Street to the school.

At the completion of splicing provide an end-to-end test of the fiber from the identified patch panel in Rockton to the Durand Schools patch panel and document the characteristics of the path as a summary in writing and with a computer readable file of the test results.

Fiber shall be terminated with LC connectors with a UPC finish. All patch panels shall be rack mounted.

Durand to Rockton Wireless

The District would entertain a quote to provide a licensed radio link. This link will be provided as a service to the District and must be compliant with the E-rate program. The following is a list of points of interest:

GPS coordinates for the Durand Water Tower 42°25'26.29"N, 89°19'20.20"W

GPS coordinates for the Durand School 42°25'58.75"N, 89°20'2.03"W

GPS coordinates for Hononegah Community High School 42°27′17.57″N, 89° 3′56.05″W. This building has an existing fiber connection.

GPS coordinates for Rockton Public Safety Tower 42°27'8.05"N, 89° 4'18.83"W. This is behind the Rockton Municipal Center that has an existing fiber connection.

GPS coordinates for the Rockton Water Tower 42°27′20.26″N, 89° 1′20.20″W. This requires 5,000 feet of fiber bored to the handhole at W. Rockton Road and Dorr Road to handhole W19-105.



Other Locations

A fiber link is present at the Orangeville Schools.

Nearby water towers include:

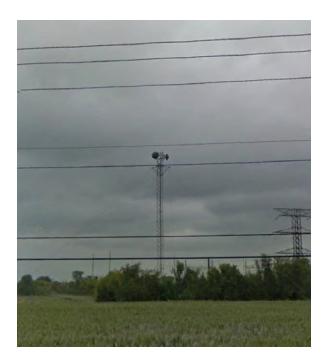
GPS coordinates for the Orangeville water tower are 42°28'22.52"N, 89°38'23.63"W

GPS coordinates for the Lake Summerset water tower are 42°26'43.85"N, 89°24'15.84"W

GPS coordinates for the Davis water tower are 42°25'34.49"N, 89°25'9.77"W

GPS coordinates for the Winnebago water tower are 42°15′58.57″N, 89°14′17.15″W. Note there is an existing link from the Rock Valley College antenna at 42°19′57.32″N, 89° 0′31.61″W to the Winnebago Water Tower. Tower rental from RVC is required should a second link be proposed.

GPS coordinates for an antenna mast located along Route 70 at 42°20′28.20″N, 89°11′43.05″W is about 10 miles from the RVC antenna and another 8 miles to the Durand water tower.



General Requirements

The following general requirements shall apply to all proposals, both fiber optic and wireless based proposals.

- 1. The contractor shall provide all engineering and design documents necessary for the permitting process.
- 2. The contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
- 3. The School District will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
- 4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system. A separate file with ESRI shape data shall be supplied so it may be submitted to the County as an update for JULIE.
- 5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs

- 6. The School District shall reimburse the contractor for permit fees at cost. Receipts and copies of permits are required for the District.
- 7. All fiber shall be placed in an underground non-conducting duct with a locate wire. The locate wire may be part of the duct, part of the fiber cable or a separate conductor.

Pricing

Provide a price itemized by link and note that the School District is tax exempt.

Provide an optional for spreading the cost out over a five year period. The District would also consider an IRU based approach, for the fiber, that would be compliant with the E-rate program. A similar approach may be proposed for the wireless links.

The contractor may provide a bid on the fiber optics, wireless or both.

If commercial towers are used for the wireless link, the yearly tower rental must be included in your costs. Most municipal water towers can be obtained by another government agency at no rental cost.

Attachment 11

Durand Community Unit School District 322 School Addresses

Durand Schools 200 West South Street, Durand, IL 61024

Attachment 12

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor								
Link	Fiber Link f	Fiber Link from Rockton to Durand						
Technology	Fiber Optic	Cable						
	Labor	\$						
	Materials	\$						
	Permits	\$	(estimated)					
	Spicing	\$						
	As-builts	\$						
Annual Maintenance: \$ the cost of annual maintenance as outlined in this proposal								
Option: 4 ye guidelines.	ear cost: \$	per year for 4 years	for all construction and non-recurring costs under Erate					

Durand Community Unit School District 322 Pricing Summary

One Sheet per Link

Contractor			
Link	Wireless link	from Rockton to Durand Sch	ools
Technology	Wireless 400	Mbps Service	
	Labor	\$	_
	Materials	\$	_
	Tower rental	\$	_
	Permits	\$	_ (estimated including licensing)
	As-builts	\$	_
Option: 5 year	ar cost: \$	per year for 5 years	

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	-
	Materials	\$	-
	Tower rental	\$	-
	Permits	\$	_ (estimated including licensing)
	As-builts	\$	-
Option: 5 year	r cost: \$	per year for 5 years	

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	_
	Materials	\$	_
	Tower rental	\$	_
	Permits	\$	_ (estimated including licensing)
	As-builts	\$	_
Option: 5 yea	r cost: \$	per year for 5 years	

Other Wireles	s Location		
Contractor			
Link	Wireless link	from to	
Technology	Wireless 400	Mbps Service	
	Labor	\$	-
	Materials	\$	-
	Tower rental	\$	-
	Permits	\$	(estimated including licensing)
	As-builts	\$	-
Option: 5 year	r cost: \$	per year for 5 years.	

Date: 1/25/2016

Prepared For: Durand CUSD 322 Quote#: KRF20160125B

Description: Internet Bandwidth Services

Northern Illinois University Information Technology Services DeKalb, IL 60115 www.its.niu.edu



Quote for NIUNet Services

	One-time Fees	Quantity - Years	Yearly Recurring	Total
1 Gbps Internet Bandwidth	\$750.00	3	\$24,000.00	\$72,7 50.00
Total Costs		1		\$72,750.00

Prepared by: Kevin Finley

815-753-7272 kfinley@niu.edu

PO#

Authorized Signature:

Date: 5/13/16

Email to:kfinley@niu.edu

Preferred Annual Billing Period <u>circle one</u> (7/1 - 6/30) or (1/1 - 12/31)

This quote is for ISP services only. The following assumptions apply:

- The Durand School District has secured and built infrastructure to reach an iFiber Point of Presence.
- A contract must be signed with iFiber for transport through their system to the selected ISP.
- A contract will be signed with NIU for NIUnet services if NIUNet is selected as the desired provider.
- E-rate reimbursement can be applied to all services provided by iFiber and NIU/NIUNet.

ISP Service connection consists of 1 Gbps of symmetrical Internet access at \$3/Mbps/Month, transport provided over the iFiber network. Includes a block of 14 static IP addresses (/28 subnet)

One-time Fee included on first annual invoice only

Service Term - 3 years (invoiced annually in advance)

Records / FCC Forms 471

Fiber Durand - #161051574



Summary

Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Eligibility of Products and Services

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

On your form, FRN 1699118098 is requesting charges associated with the special construction of dark fiber or self-provisioned fiber but no funding has been requested for network electronics to light the newly constructed fiber. To prevent warehousing of excess fiber capacity, applicants cannot receive E-rate funding for recurring costs associated with dark fiber until it is lit, and applicants may only receive funding for special construction charges for dark fiber if it is lit within the same funding year.

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Please answer the following questions, check all options that apply and/or provide the documentation requested.

#	Question	Response

#	Question	Response
1	Please explain in detail why no funding has been requested for network electronics to light the newly constructed fiber.	We have equipment in place to connect fiber from the patch panel to our network. The following is an agreement the district has with NIUnet to handle Construction Management that also includes the lighting of the Dark Fiber once Kelso-Burnett construction is complete.
а	Please also provide any supporting documentation you may have to support your position.	NIU Roger Swenson Agreement.pdf
2	If you would like to provide any additional information about these issues that have not been addressed above: Use the text box to type information, or upload additional documentation using the "Browse" button.	N/A

CLOSE

May 4, 2016

Mr. Eddie Johnson Durand CUSD #322 200 W. South Street Durand, IL 61024



Dear Mr. Johnson

Northern Illinois University, Division of Information Technology, is pleased to present this proposal to the Durand CUSD #322.

This memo is a follow-up on recent conversation on construction management for the fiber optic link between Durand and Dakota. I suggest the following scope of work:

- 1. Materials management. We make sure what was proposed is installed.
- Splicing management. We provide the splicing data for the construction team 2.
- End-to-end testing. We will monitor and approve of the fiber testing. 3.
- As-built documentation. We will collect, organize and turnover all of the final documentation 4.
- 5. Start up the circuit.

Final Acceptance will be the successful access to the Internet through the link. Turn over documentation shall follow within thirty days of completion.

The cost of this service is \$6,000 as a flat rate with no progress billing.

If you have any questions or need additional information, please contact Roger Swenson at 815-753-8943.

Sincerely,

Roger

Roger Swenson, Network Solutions Architect Division of Information Technology Northern Illinois University

Proposal Acceptance

Date 5/9/16

Partnering to Connect Government & Education









Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
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Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Eligibility of Products and Services

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

It was determined that FRN(s) 1699118098 is/are requesting charges associated with dark fiber. To prevent warehousing of excess fiber capacity, applicants cannot receive E-rate funding for recurring costs associated with dark fiber until it is lit, and applicants may only receive funding for equipment associated with lighting dark fiber and special construction charges for dark fiber if it is lit within the same funding year. Similarly, for construction of self-provisioned networks, applicant must support that facilities will be used within the funding year in which the support is requested.

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Your response to PIA's questions:

Question Response

Fiber Durand - #161051574

#	Question	Response
1	Please indicate if the fiber will be lit during this funding year.	Yes
a	If Yes, please provide Dark Fiber "lit" date:	mm/dd/yyyy
b	If Yes, but the "lit" date is unknown at this time:	The "lit" date will be provided when invoices for this FRN are submitted to USAC for reimbursement.
С	If No, the charges associated with dark fiber are not eligible and the FRN(s) will be denied. Please select the appropriate option listed below and provided requested documentation.	
	I agree that the dark fiber charges are not eligible and that the FRN(s) will be denied. You have no further questions.	
	Please upload documentation to demonstrate that the services are eligible.	EligibilityofProductandServices1-C.docx
	For any special construction for dark fiber FRNs: The fiber will not be lit during this funding year due to unavoidable delays. Please upload documentation to support the unavoidable delay.	
2	If you would like to provide any additional information about these issues that have not been addressed above: Use the text box to type information, or upload additional documentation using the "Browse" button.	N/A

Durand CUSD 322 Mail - RE_ Progress on Durand Schools Link

Corresponding Question

Please upload documentation to demonstrate that the services are eligible....

CLOSE

 $https://portal.usac.org/suite/tempo/records/item/IMBDUvg2DtnG8p1r6BQySZDsxwy5eQUcaOkqOOv29oh9dnIQ7c9knr07j-9jJrMPw3Ap9RdkTVMB0fE... \\ 2/2$

The only documentation we currently have of progress is an email thread I will be attaching between Kelso-Burnett, NIUnet and the school district. September 1st was the deadline talked about once materials came in, but they have run into sheet rock while digging. I do not anticipate the delay causing more than a 15-25 day delay.

Eddie Johnston



Eddie Johnston <ejohnston@cusd322.org>

RE: Progress on Durand Schools Link

4 messages

Scott Nailor <snailor@kelso-burnett.com>

Wed, Aug 10, 2016 at 11:22 AM

To: Joseph Trickey <itrickey@niu.edu>, Roger Swenson <rlswenson@niu.edu>

Cc: Laura Koopmann < lkoopmann@kelso-burnett.com>, Eddie Johnston < ejohnston@cusd322.org>

Roger/ Joe,

At this time I cannot give you a time line that will meet a Sept 1 dead line. They have run into a rock shelf and drilling has slowed. They are getting through but a lot slower than anticipated at this time which impacts my installation because it is in the middle of the route. Over all they have completed all plowing and installed 25% of the hand holes. (10 approx.) They have started from the Dakota end and are working east. I have instructed them they need to try and wrap up drilling and placing hand holes by the 19th but me asking and that happening are two different things. We are going to install the school piece and the building entrance to get the cable outside as to not interfere with School. They will be on site to do that tomorrow, then start prepping ducts until we get to a point that a reel of cable can be installed.

I am hope full that we will be right behind the boring crews and as soon as they make the last connection we will be blowing past and be as close to the first as possible. This is where we are and I can't promise anything just yet. As soon as we get some cable in it will give me a better idea. Hope this will help.

Scott

From: Joseph Trickey [mailto:jtrickey@niu.edu] **Sent:** Tuesday, August 09, 2016 11:00 AM

To: Scott Nailor; Roger Swenson

Subject: RE: Progress on Durand Schools Link

Dear Scott.

Checking in on the status of the Durand install?

Thanks,

Joe

From: Scott Nailor [mailto:snailor@kelso-burnett.com]

Sent: Friday, July 15, 2016 3:24 PM To: Roger Swenson <rlswenson@niu.edu> Cc: Joseph Trickey <itrickey@niu.edu>

Subject: RE: Progress on Durand Schools Link

Roger,

Yes it is, I am sorry, I may have forgot to tell you that.

Scott

From: Roger Swenson [mailto:rlswenson@niu.edu]

Sent: Friday, July 15, 2016 3:23 PM

To: Scott Nailor Cc: Joseph Trickey

Subject: RE: Progress on Durand Schools Link

Is all of the permitting completed?

From: Scott Nailor [mailto:snailor@kelso-burnett.com]

Sent: Friday, July 15, 2016 2:25 PM To: Roger Swenson <rlswenson@niu.edu> Cc: Joseph Trickey <itrickey@niu.edu>

Subject: RE: Progress on Durand Schools Link

Roger,

Yes, we started on Patterson road with the plow on Tuesday. I do not have a update at this time for footage installed but I will get you one early next week if that will be ok?

As soon as we get a tech or two free, we will get the indoor portion completed so there will be no interruption of any school activities.

Thank you,

Scott

From: Roger Swenson [mailto:rlswenson@niu.edu]

Sent: Friday, July 15, 2016 2:21 PM

To: Scott Nailor **Cc:** Joseph Trickey

Subject: Progress on Durand Schools Link

Have you started the construction on the duct yet?

Joseph Trickey < jtrickey@niu.edu>

Wed, Aug 10, 2016 at 11:36 AM

To: Scott Nailor <snailor@kelso-burnett.com>, Roger Swenson <rlswenson@niu.edu>

Cc: Laura Koopmann < lkoopmann@kelso-burnett.com>, Eddie Johnston < ejohnston@cusd322.org>

Dear Scott,

Thanks for the update. Rock always makes for a slow-go. Would you please send us a weekly update? We need to coordinate the installation of equipment once the fiber is in in place. Also, I need to come out to and do a route inspection and look at a few handholes and the termination in the school.

Thanks.

Joe

From: Scott Nailor [mailto:snailor@kelso-burnett.com]

Sent: Wednesday, August 10, 2016 11:23 AM

To: Joseph Trickey <i trickey@niu.edu>; Roger Swenson <r lswenson@niu.edu>

Cc: Laura Koopmann kelso-burnett.com; Eddie Johnston kelso-burnett.com; Eddie Johnston <a href="mailto:kloopma

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[Quoted text hidden]

Scott Nailor < snailor@kelso-burnett.com>

Wed, Aug 10, 2016 at 11:39 AM

To: Joseph Trickey <itrickey@niu.edu>, Roger Swenson <rlswenson@niu.edu>

Cc: Laura Koopmann < lkoopmann@kelso-burnett.com>, Eddie Johnston < ejohnston@cusd322.org>

Joe,

We will have the indoor piece done this week, so early next week would be a good time to get all of those on your list!!

Scott

From: Joseph Trickey [mailto:jtrickey@niu.edu] Sent: Wednesday, August 10, 2016 11:36 AM

To: Scott Nailor; Roger Swenson Cc: Laura Koopmann; Eddie Johnston

[Quoted text hidden]

[Quoted text hidden]

Joseph Trickey < jtrickey@niu.edu>

Wed, Aug 10, 2016 at 11:43 AM

To: Scott Nailor <snailor@kelso-burnett.com>, Roger Swenson <rl>wenson@niu.edu>

Cc: Laura Koopmann < lkoopmann@kelso-burnett.com>, Eddie Johnston < ejohnston@cusd322.org>

Dear Scott,

We'll be taking a look at some random Hanholes on the route also, so we'll wait until the outside plant install is close to complete. Do it all in one shot.

Thanks,

Joe

From: Scott Nailor [mailto:snailor@kelso-burnett.com]

Sent: Wednesday, August 10, 2016 11:39 AM

[Quoted text hidden]

[Quoted text hidden]

EXHIBIT K

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Other Issues

Issue

Additional information is needed regarding the funding requests.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Your response to PIA's questions:

#	Question	Response
	Please refer to the attached document for additional questions and information needed to process your funding requests.	
1	Please respond to the questions and provide information needed in the attached document. When done, attach the document into your response to PIA by using the Add Document button along with any requested documentation.	FRN 1699118098 Question.docx
	Sample Document: FRN 1699118098 Question.docx	

CLOSE

Please clarify the following:

FRN 1699118098 - You provided two separate vendor matrix's for this FRN. The first compared NIUnet, Mediacom, and ICN with NIUnet winning scoring 30 points. The second selection compared Kelso to Piranto with Kelso winning scoring 100 points.

In other correspondence you indicated there was no lit proposal bids submitted.

Please explain which vendor selection was used for FRN 1699118098.

I apologize for the confusion. The scoring matrix that involved NIUnet, Mediacom, and ICN was a separate 471 that we opened up for bidding once Kelso-Burnett had won the RFP bid for FRN 1699118098. This was the service provider bid. For FRN 1699118098, we used the scoring matrix involving Kelso-Burnett and Pirtano.

Eddie Johnston

EXHIBIT L

Records / FCC Forms 471

Fiber Durand - #161051574



Summary

Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

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	No Pending Inquiries.									

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				1 - 10 of 13

Fiber Special Construction

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

On your form, FRN 1699118098 is requesting charges associated with the special construction of lit fiber, dark fiber or self-provisioned fiber. Special Construction charges must be cost effective and reasonable to be considered eligible for funding. (For references, please read USAC's information at http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx).

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Please answer the following questions, check all options that apply and/or provide the documentation requested.

#	Question	Response

#	Question	Response
1	Please provide a map file of the route being constructed. If you do not have a copy of this file, please contact your service provider. Note: When your selected service provider decided to submit a bid for your requested services, they probably mapped out the route they are suggesting to be constructed on one of the mapping websites such as Google Maps, Map Quest, etc. That mapped out route should be available in either a .kmz or .json file. Please request this file from your service provider and upload it here.	Durand permit drawings2016_0525_16-444 11x17.pdf
4	In your previous response, you indicated that the cost per foot for the Buried with Conduit (Underground) portion of the fiber build is \$6.06. Please provide a further breakout of this cost.	
a	What is the average cost of the Fiber Material per foot? (e.g. cost of the actual fiber cables.)	.32
b	What is the average cost of the Fiber Placement per foot? (e.g. cost of the actual fiber cables.)	1.41
С	What is the average cost of the Structure Material per foot? (e.g. cost of conduit, splicing, make ready pole attachment, etc.)	.51
d	What is the average cost of the Structure Placement per foot? (e.g. cost of conduit, splicing, make ready pole attachment, etc.)	3.82
5	Please explain how you determined that the services you selected are cost-effective and include an explanation of the factors and special circumstances which lead to your selection.	Explanation for costs.docx
6	If you would like to provide any additional information about these issues that have not been addressed above: Use the text box to type information, or upload additional documentation using the "Browse" button.	N/A

CLOSE

DAKOTA TO DURAND FIBER OPTIC LOCATION PLAN

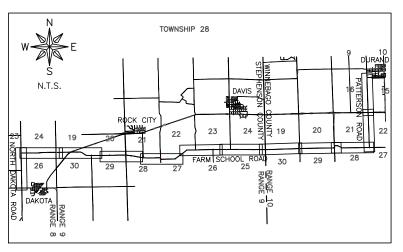
FOR

KELSO BURNETT ROCKFORD, ILLINOIS

PROPOSED FIBER OPTIC LOCATION PLANS

STEPHENSON & WINNEBAGO COUNTY

MAY 2016



LOCATION MAP







Sheet List Table

2-8

9-11

Sheet Title COVER SHEET

PLAN SHEETS

DETAIL SHEETS

ORIGINAL SET FOR PROJECT: 16-444 DATE CREATED: 05/25/16

REVISIONS
REV. NO. DESCRIPTION DATE





- NOTES:

 1) FIBER TO BE INSTALLED INSIDE A 1.5" HDPE ORANGE DUCT

 2) DUCT TO BE BURIED TO A DEPTH OF 36"

 3) DUCT TO BE PLACED AS FAR BACK IN THE RIGHT—OF—WAY AS POSSIBLE

 4) ALL DISTURBED AREAS TO BE RESTORED TO ORIGINAL CONDITION WITH CLASS 1A SEED AND BLANKET

 5) ALL DUCT TO BE INSTALLED VIA DIRECTIONAL BORING METHODS

- 6) EXACT LOCATION OF EXISTING DUCTS TO BE COORDINATED IN THE FIELD
 7) FIELD VERIFY ALL UTILITIES
 8) ANY SIDEWALK SECTIONS DAMAGED DURING INSTALLATION WILL BE REPLACED
 9) ALL ROADWAY CROSSINGS WILL BE BORED. NO OPEN CUTTING OF ROADWAYS WILL BE DONE

DAKOTA TO DURAND FIBER OPTIC LOCATION PLAN EASTERN STEPHENSON & WESTERN WINNEBAGO COUNTIES, ILLINOIS





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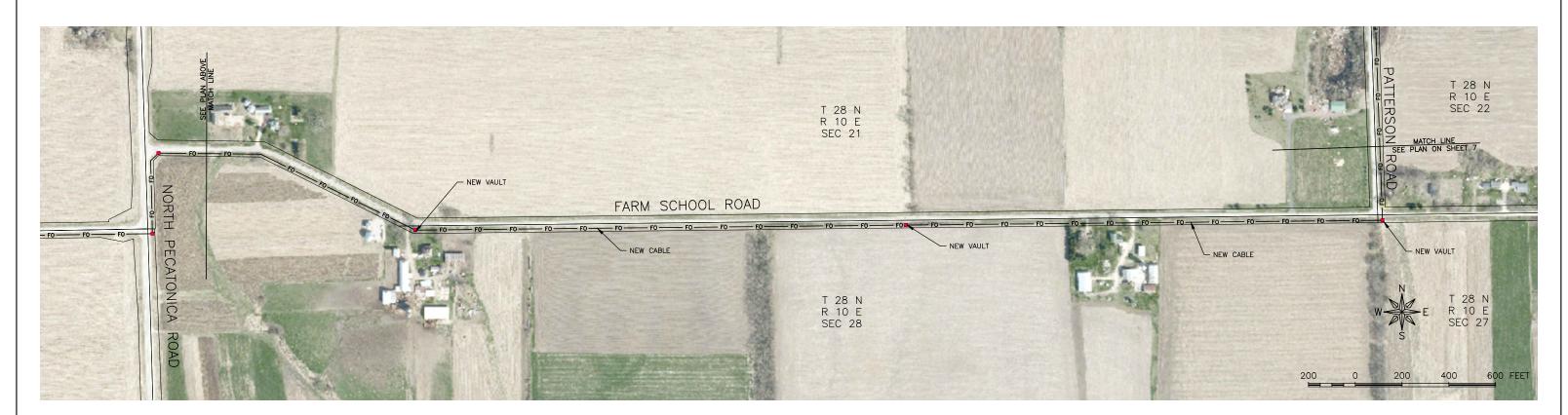
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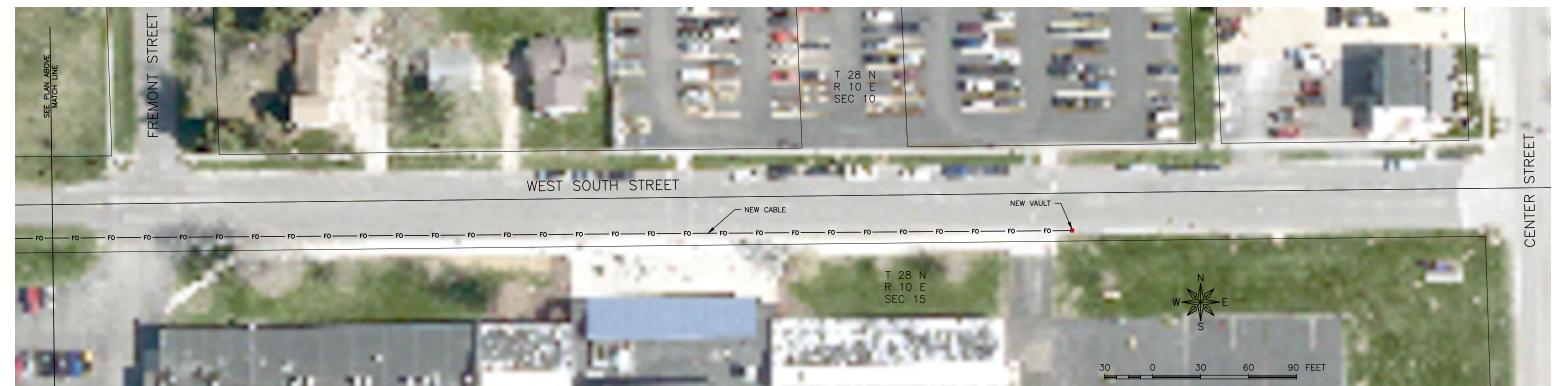
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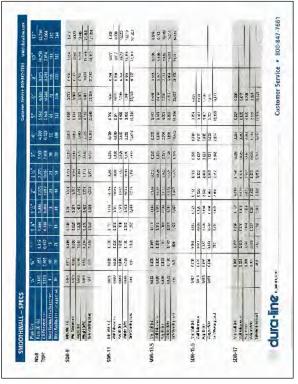
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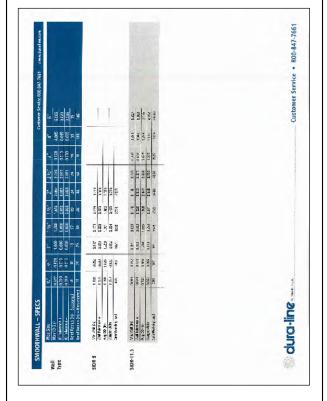
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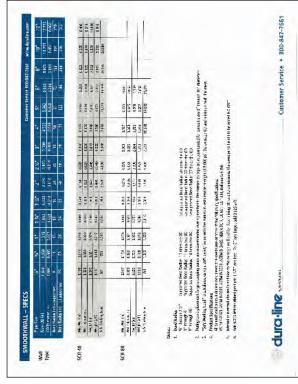
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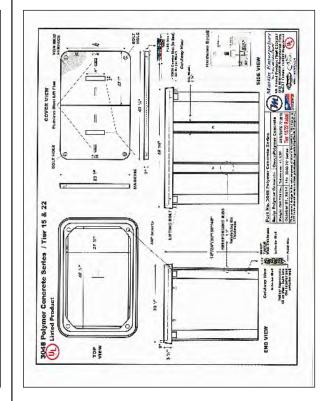
G:\C3D\16\16-444\16-444 Design.dwg, sheet 8 PLOT DATE: 5/25/16



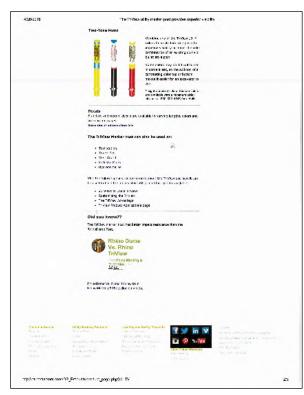
















NOTES:
THE UTILITY SHALL REMOVE ALL EXCESS MATERIAL AND RESTORE ALL TURF AND TERRAIN AND OTHER PROPERTY WITHIN 10 DAYS AFTER ANY PORTION OF THE RIGHTS OF WAY ARE DISTURBED, DAMAGED OR DESTROYED DUE TO CONSTRUCTION OR MAINTENANCE BY THE UTILITY, ALL TO THE SATISFACTION OF THE STATE OF ILLINOIS. THIS INCLUDES RESTORATION OF ENTRANCES AND SIDE ROADS. RESTORATION OF FORADWAY SURFACES SHALL BE MADE USING MATERIALS AND METHODS APPROVED BY THE STATE OF ILLINOIS. SUCH CLEANUP AND REPAIR MAY BE REQUIRED TO CONSIST OF BACKFILLING, REGRADING, RESEDING, RESODDING OR ANY OTHER REQUIREMENT TO RESTORE THE RIGHT OF WAY TO A CONDITION SUBSTANTIALLY EQUIVALENT TO THAT WHICH EXISTED PRIOR TO THE COMMENCEMENT OF THE PROJECT. THE TIME PERIOD PROVIDED IN THIS SECTION MAY BE EXTENDED BY THE STATE OF ILLINOIS FOR GOOD CAUSE EXTENDED BY THE STATE OF ILLINOIS FOR GOOD CAUSE

DAKOTA TO DURAND **DETAILS** EASTERN STEPHENSON & WESTERN WINNEBAGO COUNTIES, ILLINOIS

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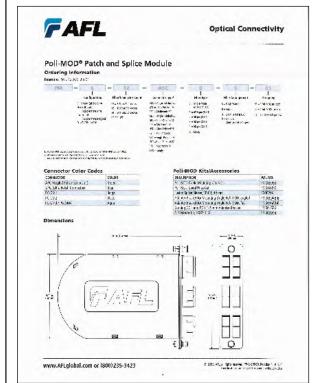
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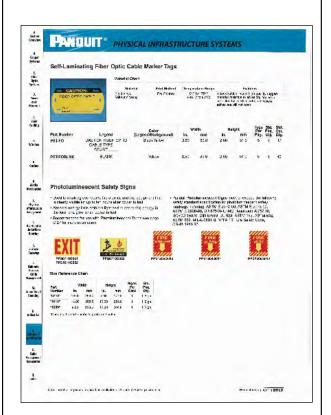


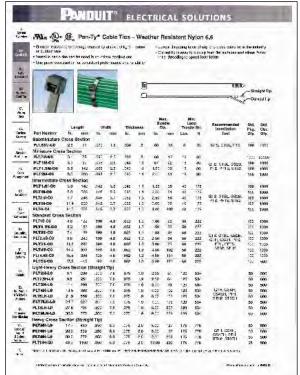


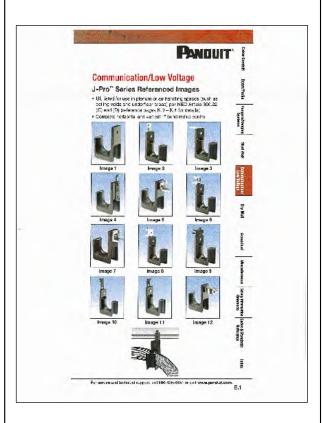


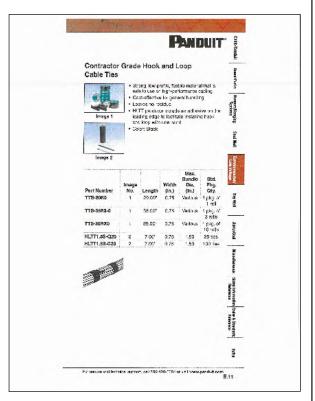










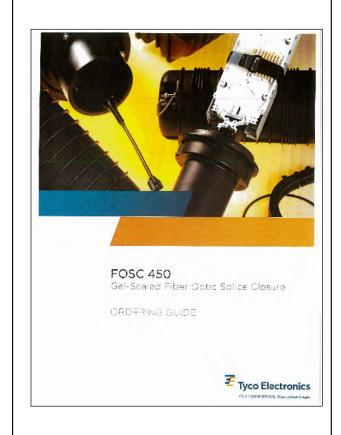


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DAKOTA TO DURAND **DETAILS** EASTERN STEPHENSON &

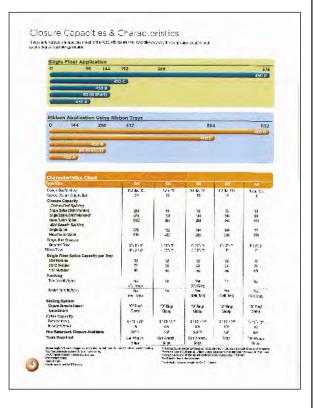
WESTERN WINNEBAGO COUNTIES, ILLINOIS

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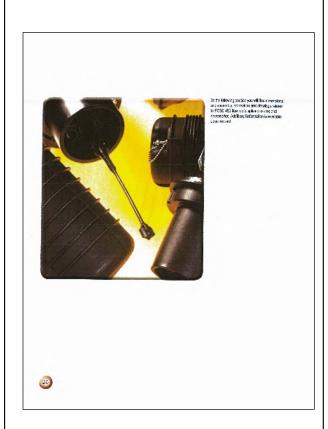


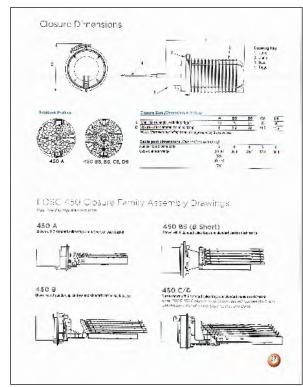




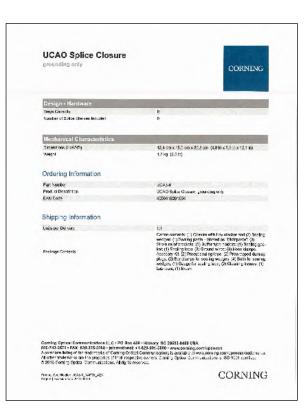












NOTES:
THE UTILITY SHALL REMOVE ALL EXCESS MATERIAL AND RESTORE ALL TURF AND TERRAIN AND OTHER PROPERTY WITHIN 10 DAYS AFTER ANY PORTION OF THE RIGHTS OF WAY ARE DISTURBED, DAMAGED OR DESTROYED DUE TO CONSTRUCTION OR MAINTENANCE BY THE UTILITY, ALL TO THE SATISFACTION OF THE STATE OF ILLINOIS. THIS INCLUDES RESTORATION OF ENTRANCES AND SIDE ROADS. RESTORATION OF ROADWAY SURFACES SHALL BE MADE USING MATERIALS AND METHODS APPROVED BY THE STATE OF ILLINOIS. SUCH CLEANUP AND REPAIR MAY BE REQUIRED TO CONSIST OF BACKFILLING, REGRADING, RESEEDING, RESODDING OR ANY OTHER REQUIREMENT TO RESTORE THE RIGHT OF WAY TO A CONDITION SUBSTANTIALLY EQUIVALENT TO THAT WHICH EXISTED PRIOR TO THE COMMENCEMENT OF THE PROJECT. THE TIME PERIOD PROVIDED IN THIS SECTION MAY BE EXTENDED BY THE STATE OF ILLINOIS FOR GOOD CAUSE SHOWN.

DAKOTA TO DURAND
DETAILS
EASTERN STEPHENSON &
WESTERN WINNEBAGO COUNTIES,
ILLINOIS

G:\C3D\16\16-444\16-444 Design.dwg, Details 3

05/25/16

These are the break outs for the \$6.06 pre foot.

EXHIBIT M

Records / FCC Forms 471

Fiber Durand - #161051574



Summary Fur

Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Fiber Special Construction

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

On your form, FRN 1699118098 is requesting charges associated with the special construction of leased lit fiber, leased dark fiber, or a self-provisioned network. Special Construction charges must be cost effective and reasonable to be considered eligible for funding. (For references, please read USAC's information at http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx).

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

NOTE: This question is being resent as the response must be in .kmz or .json format. Thank you

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Please answer the following questions, check all options that apply and/or provide the documentation requested.

Question Response

#	Question	Response
1	Please provide a map file of the route being constructed. If you do not have a copy of this file, please contact your service provider. Note: When your selected service provider decided to submit a bid for your requested services, they probably mapped out the route they are suggesting to be constructed on one of the mapping websites such as Google Maps, Map Quest, etc. That mapped out route should be available in either a .kmz or .json file. Please request this file from your service provider and upload it here.	16-444 asbuilt.kmz

CLOSE

EXHIBIT N

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

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Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Other Issues

Issue

Additional information is needed regarding the funding requests.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Your response to PIA's questions:

#	Question	Response
1	Please refer to the attached document for additional questions and information needed to process your funding requests. Please respond to the questions and provide information needed in the attached document. When done, attach the document into your response to PIA by using the Add Document button along with any requested documentation.	FCC Form 471 161051574 Questions Final.docx
	Sample Document: FCC Form 471 161051574 Questions.docx	

CLOSE

Questions

1. Please provide the date on which your initial bid evaluation was done.

Our Initial Bid Evaluation was 04/08/2016. Attached will be a dated PDF of the scoring matrix.

2. The contract you have provided does not include a signature date. Please provide verifying documentation for the Contract Award Date of 5/23/2016.

The contract I have uploaded from before has a date of 5/24/2016. I have attached that contract. Please note the 5/24/2016 date under our signatures.



Fiber RFP Response Scoring Summary

Durand CUSD322 Fiber RFP Scores							
Vendor Price (50 max) Quality of Proposed Solution Reference (50 max) (15 max) (10 max) (100 max)							
Piranto	40.0	25.0	15.0	10.0	90.0		
Kelso	50.0	25.0	15.0	10.0	100.0		

Piranto					
Evaluator	Price (50 max)	Quality of Proposed Solution (25 max)	Quality of Reference (15 max)	Completeness of Document (10 max)	Total (100 max)
Eddie	40.0	25.0	15.0	10.0	90.0
	1	-	-	ı	-
	1	-	-	ı	-
					-
Total	40.0	25.0	15.0	10.0	90.0
Number of Scorers	1				
Group Score	40.0	25.0	15.0	10.0	90.0

Kelso					
Evaluator	Price (50 max)	Quality of Proposed Solution (25 max)	Quality of Reference (15 max)	Completeness of Document (10 max)	Total (100 max)
Eddie	50.0	25.0	15.0	10.0	100.0
		-	-	ı	-
	ı	-	-	ı	-
					-
Total	50.0	25.0	15.0	10.0	100.0
Number of Scorers	1				
Group Score	50.0	25.0	15.0	10.0	100.0

Durand School District #322 DESIGN AND CONSTRUCTION CONTRACT

PROJECT: The design and construction of a fiber optic network for Durand School District#322 from the outline of the RFP in attachment "A"

CONTRACT PRICE: \$454,440.00 Four hundred fifty four thousand, four hundred forty dollars and zero cents.

PROJECT SUBSTANTIAL COMPLETION DATE: August 30, 2016

ADDENDA:

NONE ISSUED

ATTACHMENTS:

Attachment "A" Durand SD #322 RFP

Attachment "B" Kelso-Burnett Response

Attachment"C" Approved permit drawings

Attachment "D" Schedule of values provided by Kelso-Burnett Co.

The above terms are hereby incorporated by reference into this Design and Construction Contract and are more fully described in the provisions that follow.

In consideration of the Contract Price and the Project to be performed for it, Owner and Contractor agree to the following terms and conditions (Durand SD #322 RFP):

<u>1.</u> Contract Documents. The contract attachment "A" includes Durand SD #322 Design/Construction Contract (the response), Contractors Proposal as attached as Owners Request for proposal attached as attachment "B", and the approved permit drawings are attached as attachment "C" and a schedule of values as attachment "D".

This may be adjusted by restrictions placed on the contractor from the AHJ of Stephenson County, Winnebago County, IDOT or others from time to time as the project progresses. These form the entire contract between the parties. To the extent that any term of this Agreement is inconsistent with anything in the other Contract Documents, this Agreement shall control.

Project Scope. The scope of the Project is as summarized on the first page of this 2. Agreement and in Contractor's Proposal but shall further include all additional items necessary to conform to this Agreement. Contractor shall design, administer, construct and supervise the Project in a professional manner, delivering the completed Project to Owner in "turn-key" condition with all elements fully operational. No network electronics or equipment is included in this contract.

- Site Work. Contractor shall assist Owner, at Owner's expense, in identifying and acquiring all easements permits and rights of way which are necessary to effectuate the Project.
- (b) Design Phase. The Design Phase shall address the development of plans and specifications for the Project. The submitted permit drawings are the basis of this design. These drawings will be approved and submitted by the contractor then delivered to the owner, county, and IDOT engineers for review and final approval.
- **(i)** Development of Preliminary Plans for Project. The "Preliminary Plans" are the drawings provided or to be provided by Contractor which illustrate the design of all elements of the Project to meet the requirements set forth in this Agreement. During preparation of the Preliminary Plans, Contractor shall consult with Owner and its consultants, if any, to ascertain Owner's requirements for the Project. Contractor is responsible for developing preliminary engineering calculations for the Project components.
- (ii) Development of Plans and Specifications. The Plans and Specifications shall describe the design and configuration of the Project, its electrical components, and other elements of the Project necessary for construction. The Plans and Specifications shall be prepared in CADD computer software and shall be sufficient to obtain approval of all authorities having jurisdiction over the Project construction. Installation of the duct system for the owner is based on normal soil conditions. The installation footages submitted are 46,200 feet to be installed by vibratory plowing methods and 23,500' to be installed by horizontal directional drilling methods. The 30 hand holes will be located at all 90 degree tums and regular intervals throughout the route. In the event that "rock" soil or impassable locations are encounter along the proposed path an alternate path will be discussed. If an alternate is unavailable and it is determined that a "rock bore" or "rock saw" method is necessary, installation costs will be submitted and approved by owner prior to installation being completed.
- (c) Construction - The "Work" shall include all labor, materials, tools, equipment, transportation, temporary utilities (including telephone, sanitary facilities, heat, water, electricity, gas or other utilities used during construction), fencing and safety barricades, storage, supervision, component construction facilities, testing, engineering and other services, as needed, to complete the construction described in the Contract Documents.

Contractor warrants that the Work shall be accomplished in accordance with the standard practices of the construction industry, consistent with all applicable governmental rules, ordinances and codes, and the Contract Documents. No substitutions or changes shall be made to the Plans and Specifications during construction without prior oral approval of Owner or Owner's Representative.

The provisions of Contractor's Proposal with respect to the services to be provided by Contractor are incorporated herein by reference.

- Contract Price. The Contract Price shall not include any right of way costs, easement fees, pole lease fees, make ready, permits, allowances, alternates, or unit costs except as expressly stated in the Contract Documents. Ownership of Design Documents. The Plans and Specifications for the Project, and the copyright thereof, shall remain the property of Contractor, and may not be used by Owner for bidding or construction of any other facility, or disseminated to others, without the prior written approval of Contractor; except that after Final Payment (as defined in Article 19) Owner shall have a limited license to use the Plans and Specifications for making repairs and modifications to the Project, provided that Owner shall indemnify, defend and hold Contractor harmless from and against any and all loss, cost, liability, damage or claims (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Contractor as a result of (a) changes made to the Plans and Specifications by any parties other than Contractor or (b) use of the Plans and Specifications in contravention of the limited license granted to Owner herein. Owner shall not have the right to use the Plans and Specifications for any other purpose without the consent of and further compensation paid to Contractor, as agreed to between the parties. The provisions of this paragraph do not apply to the duties and obligations of the Village to disclose information as required by State and Federal law.
- <u>4.</u> Subcontractors. The term "Subcontractors" includes all subcontractors and material suppliers of every tier which provide a portion of the design and/or construction of the Project. Within fifteen (15) days of completion and approval of the Plans and Specifications, Contractor shall prepare and deliver to Owner its list of subcontractors for the Work. Contractor shall update its Subcontractor list, listing all Subcontractors hired directly by Contractor which will perform any portion of the Work on the Project Site, with any changes or substitutions made during the course of construction of the Work. Owner shall have the right to reject any Subcontractor, whether originally designated or later named, within a reasonable time after receipt of the Subcontractor list or any update of it.
- 5. Project Schedule. Within ten (10) days after Contractor executes this Agreement. Contractor shall submit to Owner a revised detailed critical path schedule (the "Project Schedule"), including targeted dates of completion of Preliminary Plans and the Plans and Specifications and commencement and completion of all construction and other requirements of this Agreement through the Project Substantial

Completion Date, Contractor shall monitor scheduled progress and provide monthly updates and revisions of the Project Schedule, as needed, to Owner.

- 6. Project Substantial Completion Date. The Project Substantial Completion Date shall be the date when the entire Project can be used for the purpose for which it was intended; only "Punchlist" items (as hereinafter defined) shall remain after such date.
- 7. Representatives. Owner and Contractor have designated their respective Representatives on the Project as identified on Page 1. All communications required or desired to be given under this Agreement shall be directed to Owner's Representative or Contractor's Representative, as applicable. Such persons shall be the only persons with authority to fulfill instructions, issue orders and directions, and to make binding changes in the Project, Work or scheduling, except in an emergency involving the safety of persons or equipment.
- 8. Progress Meetings. Owner's Representative and Contractor's Representative shall attend "Progress Meetings" at the Project Site, or such other location as the parties agree, monthly or at such intervals as are agreed to by the parties. Progress of the Project shall be reported in detail, with reference to the Project Schedule, by Contractor. Contractor shall supply to Owner a written report listing the status of all Changes (as hereinafter defined) to the Project, however occasioned. Contractor's Subcontractors shall attend these Progress Meetings as necessary for the orderly administration of the Project.
- 9. Performance and Supervision of Work. All Work performed by Contractor or its Subcontractors hereunder shall be performed in a safe, good and workmanlike manner. Contractor shall supervise and direct the Project efficiently, using its best skill and attention. Contractor shall provide competent and suitably qualified personnel to perform the services and will at all times maintain discipline and order at the Project Site. All materials and supplies used in providing or incorporated into the Work shall be of the quality and kind specified in the Plans and Specifications, All materials and equipment shall be installed in accordance with the instructions of the applicable manufacturer, except as otherwise may be provided in the Plans and Specifications. All installations shall be of directional drilling or vibratory plowing in all normal conditions. If alternate methods are required due to changes in soil conditions and approved by both the owner and contractor (i.e. Rock drilling or rock sawing methods) additional rates will apply. These rates will be negotiated and will be considered fair to both the owner and contractor. Contractor shall be responsible for the design of the Plans and Specifications, for the means, methods, techniques and sequences of construction, and for the finished construction fully complying with the Project requirements. If information or selections in addition to the Plans and Specifications are required during the course of construction, Contractor shall cease proceeding in the area(s) requiring clarification until Contractor receives such clarification or direction from Owner.

- 10. Safety Requirements. Contractor shall comply with all safety laws, ordinances, rules, regulations, and orders of all public entities and agencies having authority over the Project, or any portion thereof, expressly including, but not limited to, regulations, rules, and safety/health standards of the United States Occupational Safety and Health Administration (OSHA). Contractor shall promptly report in writing to Owner all accidents, safety and health hazards identified and injuries to persons, giving full details and statements of witnesses.
- 11. Regulatory Compliance. Contractor shall, at its expense, comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Project ("Applicable Laws"). Contractor shall also comply with any such Applicable Laws enacted after the date of this Agreement which are applicable to the Project; provided, however, if any Applicable Law enacted after the date of this Agreement requires a change which increases Contractor's cost to perform the Project, Contractor shall be entitled to a Change Order increasing the Contract Price in an amount equal to the increase.
- 12. Inspection and Access. Owner and its consultants and agents shall be entitled to inspect the Work at all times. Owner and its separately retained contractors also shall have the right to enter the Project Site for purposes of performing construction on the Project not included in the Work upon reasonable prior notice to Contractor.
- <u>13.</u> Restoration. Upon completion of construction Contractor shall restore those portions of the Project Site not permanently affected by the Project to substantially the same condition they were in prior to commencement of construction.
- 14. Permits. At the expense of Owner, Contractor shall obtain and pay for all necessary permits, licenses or other approvals required for design of Plans and Specifications and for the performance of its Work. Contractor shall provide to Owner a copy of all applicable permits relating to the Work before construction commences at the Project Site. For greater clarity, all costs for the above mentioned items shall be paid by Contractor and billed directly back to Owner as a pass thru cost. All said invoices shall be paid within a 30-day period.
- 15. Changes. "Changes" shall be defined to include any and all modifications, deletions and additions to the Plans and Specifications or the Agreement. Except as provided in Section 2(c), Changes shall be made only after execution of a written Change Order by Owner and Contractor. Each Change Order shall:
- (a) describe the portion of Project being added, deleted or otherwise modified;

(b) indicate the amount being added or deleted from the Contract Price for the change, if any, including costs for labor, materials, rental costs, utilities, insurance, fringe benefits and any other applicable costs; and indicate any change in the Project Schedule as a result of the Change.

Contractor's Representative shall maintain a Change Order log and shall diligently secure responses from all appropriate persons regarding each Change Order. Contractor shall further compile an "as-built" set of Plans, annotated with all Changes to the Project, and deliver the as-built Plans to Owner upon receipt of Final Payment.

16. Progress Payments. The Contract Price shall be due from Owner to Contractor And paid in full at Substantial Completion, as defined herein. Substantial completion is defined for this contract as the contractor has submitted to the owner, a complete set of OTDR test results. These results will be bi- directional at 1310nm and 1550nm and conform to TIA/EIA-526-7 method B standards for the entire new fiber cable installed for the owner as part of this contract.

Contractor warrants that title to all Work subject of a Progress Payment shall pass to Owner no later than the time payment is received for each portion of the Project. Progress Payments shall be subject to Owner's inspection and approval of the Work subject thereof. Contractor shall comply with all reasonable requirements of Owner's lender and/or title escrow agent, if any, regarding the disbursement of payments and shall supply any other information as they may reasonably require throughout the course of completion of the Project. Before making payment to Contractor, Owner shall have the right to require satisfactory proof of payment by Contractor of amounts due to Subcontractors and suppliers for labor and materials furnished in the performance of the Work hereunder. Owner may request that Contractor furnish an affidavit stating that all such bills have been paid in full and that there are no outstanding claims, admitted or disputed, except as stated.

Payment shall be made in conformance with the Prompt Payment Act. The attached schedule of values listed will be the basis of payment. Billing, based on percentages of completion per value, will be used to complete the billing for this project. Completion percentages of the work performed by the contractor will be submitted to the project manager for the owner. This will be on a monthly basis.

Payments may be withheld by Owner in whole or in part to the extent necessary to protect Owner from any loss caused by Contractor, or its Subcontractors, because of: (1) defective work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of claims against Owner or its property; (3) failure of Contractor to make payments due its Subcontractors; (4) damage to Owner or its property; and (5) persistent failure to carry out the Project in accordance with the Contract Documents. If any portion of a Progress Payment applied for by Contractor shall not be paid by Owner, the reason for holdback shall be promptly provided. Retention will be 10% of total billing per payment. All retention will be paid within 30 days of substantial completion.

- <u>17</u>. Make Ready Passed on to Owner. Utilities will require that all make ready costs be paid by the Owner. The Contractor's Proposal included an estimate of potential make ready costs. The actual charges billed by the respective authority will be the financial responsibility of the Owner, whether greater or less than the estimate.
- 18. Punchlist. Contractor shall notify Owner when it believes substantial completion of the entire Work has been achieved. Owner, and/or any independent consultant engaged by Owner, shall then inspect the Project Site with Contractor and shall prepare and deliver to Contractor within five (5) days thereafter, a written "Punchlist" indicating item of construction which are not in material conformity with the Contract Documents. Contractor and Owner shall then set a reasonable time for completion of Punchlist items by Contractor. Pending completion of Punchlist items, Owner may withhold an amount equal to but not greater than one and one-half (1%) times the estimated cost to complete Punchlist items from amounts due to Contractor.
- 19. Final Payment. "Final Payment," consisting of the amount withheld to cover the cost of completing Punchlist items, shall be made by Owner to Contractor within forty-five (45) days after receipt of Contractor's final invoice, which may be submitted after final completion of Punchlist items. As a condition to Final Payment, if requested by Owner, Contractor shall submit to Owner full waivers of lien, waiving the rights of Contractor and all Subcontractors for the services, labor and materials provided to the Project. Contractor shall assign to Owner all manufacturers' and suppliers' warranties respecting any part of the Work. Contractor shall also deliver to Owner upon receipt of Final Payment a set of Plans and Specifications annotated to show the Project "as-built."
- 20. Waiver of Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations or breach of its respective representations hereunder, including but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), cost of capital, or claims of customers, in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including but not limited to breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.
- 21. Liens. Provided that Owner shall make payment of amounts due to Contractor, Contractor shall keep the Project Site free from any liens by Contractor, its Subcontractors or engineers retained by Contractor, or their respective assigns. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor, Subcontractors, or such architects or engineers, except upon

express prior written consent of Owner. If, because of any act or omission of Contractor or anyone claiming through or under Contractor, any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record within thirty (30) days after receiving notice thereof, and shall indemnify and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonable attorney fees, resulting therefrom or by reason thereof.

<u>22.</u> Insurance. Contractor shall purchase and maintain insurance from a company or companies authorized to do business in the State where the Project Site is located, to protect Contractor and Owner from claims which may arise out of or result from operations under the Agreement by Contractor or its Subcontractors, or by any one directly or indirectly employed by them or by any one for whose acts they may be liable, as follows:

Worker's Compensation Insurance written for not less than the statutory limits required by the State of Illinois and including Employer's Liability Coverage for injury to any person due to accident or disease;

- (a) Commercial General Liability Insurance coverage, including: Bodily Injury, Personal Injury, Property Damage, including Broad Form Property Damage, Explosion, Collapse and Underground Damage Liability, Contractual Liability, and Products Liability/Completed Operations, with limits of not less than a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which may be satisfied in part by Umbrella Liability Insurance coverage.
- (b) Automobile Liability Insurance coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- (c) Umbrella/Excess Insurance coverage in excess of the insurance described in clauses (a) through (c) above, with a limit of not less than \$5,000,000.
- (d) Professional Liability Insurance coverage in an amount not less than \$1,000,000 per claim and in the aggregate, or blanket liability of not less than \$5,000,000, insuring against negligent performance of Contractor's design services.

Owner shall carry "Builders Risk" Property Insurance on a replacement cost basis for physical loss to the Work during construction.

Contractor acknowledges that, if necessary, the insurance requirements set forth in this Contract may be varied by Owner's lender(s) or insurance carrier, except that the limits for liability shall not exceed the amounts listed above. Contractor agrees to enter into reasonable modifications of this Article upon the request of Owner, provided Owner bears any additional cost occasioned thereby.

Durand School District will be added as an additional named insured on all referenced policies.

Certificates evidencing Contractor's insurance coverages as required above shall be delivered by Contractor on an Accord or equivalent form to Owner within ten (10) days after Owner's request and shall contain a provision requiring written notice to Owner at least ten (10) days prior to the cancellation, non-renewal or material modification of any such policies.

If Contractor fails to purchase or maintain any insurance required under this Paragraph, Owner may, but shall not be obligated to, purchase the insurance and shall be reimbursed by Contractor for the reasonable cost of same.

Contractor hereby waives all rights against Owner, all other contractors and all subcontractors for damages caused by fire or other perils to the extent covered by property insurance. Contractor shall be responsible for insuring all materials, equipment and supplies destined to become a permanent part of the completed Project, from the time of delivery to Contractor until the time such materials, equipment and supplies are delivered to the Project Site.

- 24. Indemnification. Contractor shall indemnify, defend and hold harmless Owner and its successors and assigns from and against any and all loss, cost, damage expense, liability or claim (including, without limitation, reasonable attorneys' fees and disbursements) arising or resulting from or caused by negligent or wrongful acts or negligent omissions of Contractor or of any subcontractor, consultant or engineer retained by Contractor, or any of its or their partners, directors, officers, employees or agents or anyone for whose acts Contractor may be liable as it relates to the scope of this Agreement, except to the extent such loss, cost, damage, expense or claim is due to any negligence or willful misconduct of Owner or any other person.
- <u>25.</u> Warranty. Contractor shall warrant, from the Project Substantial Completion Date, all services, labor and materials supplied to complete the Project for a period of one (1) year, or such longer time as is set forth in the Specifications or provided by any manufacturer of equipment furnished for the Work (the "Initial Warranty Period") to meet the requirements of the Contract Documents (the "Warranty"). Contractor shall repair or replace any defective material or workmanship within thirty (30) days after notice of such defect during the Initial Warranty Period, or such longer time as Owner may reasonably agree if necessary to obtain custom-made materials or equipment. Notwithstanding anything in the foregoing to the contrary, if any correction of defective Work cannot reasonably be completed in thirty (30) days as provided above, and expressly provided that Contractor has promptly commenced and is diligently continuing efforts to effect such cure, the time for completion of correction of the defective Work shall be extended as reasonably necessary to permit completion. Extensions under the foregoing sentence shall include. without limitation, time necessary for ordering of required materials to correct the defective Work. Notwithstanding anything in this Agreement to the contrary, if repair or replacement of defective material or workmanship is of an emergency nature for purposes of safety and/or causes interruption of Owner's operations, Contractor shall immediately repair or replace the defective material or workmanship to remove the safety problem and/or permit resumption of operations. Contractor shall bear the expense of correcting any work of others destroyed or damaged by removal or replacement of warranted Work.

- 26. Infringement. Contractor shall indemnify, defend and hold Owner harmless from and against any and all claims, damages, expenses and liability for infringement of any patent, trademark or other assertion of intellectual property right for the Work performed or for any method or manufacturing process performed by Contractor's Work under this Agreement. Owner shall promptly tender defense of any such claim to Contractor to be conducted by Contractor's counsel and shall cooperate with Contractor to facilitate the defense or settlement of such claim. If Owner's use of any item supplied by Contractor is adjudged or stipulated to constitute an infringement, Contractor shall, at its expense, obtain for Owner rights to the patent or modify or replace any item with a noninfringing item meeting the requirements of the Contract Documents.
- 27. <u>Delay.</u> Neither Owner nor Contractor shall be liable to the other for any delay or failure in performance hereunder due to fires, strikes, threatened strikes, stoppage of work, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes which are beyond the control of the party unable to perform, other than insufficiency of funds, specifically including but not limited to delays caused by Owner or third parties, permitting delays, inability or delay in securing right of way or easements, inclement weather, unexpected subsurface or environmental conditions (hereinafter "force majeure"). If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Should the Project be delayed by Owner, by contractors separately retained by Owner for construction not a part of this Agreement, or for other reason beyond Contractor's reasonable control, Contractor shall be entitled to a Change Order extending the Project Substantial Completion Date to reflect the actual delay to the Project.
- 28. Termination.By Owner. Owner may terminate this Agreement with or without cause (a "Termination") seven (7) days after delivery of written notice to Contractor. In the event of any such Termination, Contractor's recovery against Owner shall be limited to the portion of the Contract Price earned for the portion of the Project performed, together with any earned Retainage withheld, less the sum of all payments made as of the date of Termination. Upon receipt of notice of Termination, Contractor shall make every reasonable effort to procure cancellation of materials and equipment and to limit Contractor's costs for them. Termination "with cause" means that the Termination is based on Contractor's failure to comply with the terms and conditions of this Agreement.
- By Contractor. Contractor shall have the right, by giving Owner not less than thirty (30) (a) days written notice, to terminate this Agreement if Contractor shall have been prevented by conditions beyond the control and without the fault of Contractor: (1) from commencing performance of this Agreement for a period of six (6) months from the date of this Agreement.
- 29. Suspension. Upon written notice to Contractor, Owner may suspend the performance of the Project (a "Suspension"), in whole or in part, provided an adjustment to the Project Substantial Completion Date is made for actual time lost by Contractor and the Contract Price is amended to reflect any added costs reasonably incurred by Contractor as a result of Suspension. No adjustment shall be made if the cause for Suspension is due to the act or omission of Contractor. Contractor shall notify Owner if it reasonably believes

Suspension is warranted due to unforeseen circumstances which may adversely affect the quality of the Project, but the option to call for a Suspension shall remain solely with Owner. Contractor shall resume the Project within thirty (30) days after Owner's notice to do so, unless the parties agree otherwise in writing.

<u>30.</u> <u>Disputes.</u> If controversies or daims arising out of or relating in any way to this Agreement are not settled within forty-five (45) days after written notice by one party providing notice to the other of the dispute, then upon a further written demand by either party, the parties agree to mediate the dispute at a neutral site with mutually agreed upon mediation procedures.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorney's fees, as were incurred by the prevailing party relative to such action. This provision shall survive Final Payment.

- <u>31.</u> Surety Bonds. As a condition of this Agreement Owner reserves at all times the right to require Contractor to furnish a Performance Bond and a separate Labor and Materials Payment Bond, which shall provide a direct right of action against the surety by a daimant. Each such bond shall be in a sum equal to 100% of the Contract Price stipulated herein, shall be in a form satisfactory to Owner, and shall be underwritten by a surety company authorized to do and doing business in the state where the Project Site is located. Unless otherwise provided for in the Contract Documents, the premiums for any such bond shall be paid for by Owner.
- 32. Confidentiality; Publicity. Contractor shall not disclose any information received from Owner, including, but not limited to, documents and specifications to which Contractor has access through performance of its obligations hereunder, to any third parties except as is necessary to perform its obligations hereunder, or use such information for any purposes other than the performance of its obligations hereunder. Contractor may disclose that it has been retained for the Project, and may disclose in its promotional and advertising materials, with Owner's prior written approval, that Owner is one of its clients.
- 33. Statute of Limitations. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the Project Substantial Completion Date,
- 34. Representations of Contractor. By executing the Agreement, Contractor represents and warrants to Owner that (a) Contractor is financially responsible and has sufficient liquidity to meet its financial responsibilities under the Agreement; and (b) Contractor has carefully examined the Contract Documents, has visited and examined the Project Site, and has familiarized itself with the local conditions under which the Work is to be performed. The parties agree that the foregoing shall not preclude Change Orders necessitated by a change in the original scope of the Work.
 - 35. Independent Contractor. Contractor shall perform its obligations hereunder as an

independent contractor, and nothing herein shall be construed as creating any other relationship between the parties hereto, including, but not limited to, employment, partnership, agency or joint venture. Neither Contractor nor Contractor's Subcontractors nor the employees of any of them shall be deemed for any purpose to be employees of Owner. Contractor represents and warrants to Owner that Contractor has all necessary licenses and approvals required by applicable law to act as contractor in connection with the Work.

- 36. Presumptions Regarding Contract Documents. The Contract Documents shall be construed without regard to any presumption or other rule requiring construction against the party causing the Contract Documents or any of the provisions thereof to be drafted or prepared.
- 37. Work during Mediation. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any mediation proceedings instituted hereunder or lawsuit arising out of this Agreement and Owner shall continue to make payments to Contractor in accordance with the Contract Documents of amounts not in dispute.
- 38. Governing Law. This Agreement shall be subject to, governed by and construed under the laws of the State of Illinois.
- 39. Severability. If any provision of this Agreement or its application to any entity, person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of each other provision shall not be affected and shall be enforced to the greatest extent permitted by law.
- 40. Binding Effect. This Agreement shall be binding upon Contractor and Owner, and their respective successors and assigns. The persons executing this Agreement hereby represent that they have legal authority to bind the entity for which they sign. Neither party may assign or transfer this Agreement without the prior written consent of the other party.
- <u>41.</u> Notices. All notices or other communications required under the Contract Documents shall be made in writing and deemed properly given if sent by confirmed facsimile, hand delivered or mailed by certified or registered mail, return receipt requested, to the address of the parties listed on the first page of this Agreement. Notices given by facsimile or hand delivery shall be deemed received on the same day given, if prior to 5:00 p.m. on a business day, otherwise on the next occurring business day; and notices given by cartified or registered U.S. Mail shall be deemed received on the second business day after deposit in a U.S. post office.
- 42. Interpretation. The term "day" shall mean a calendar day unless otherwise specifically defined. Wherever in this Agreement the singular is used, the same shall include the plural number. Paragraph titles are for convenience only and do not define or in any way limit the scope or intent of the terms of this Agreement,

- 43. Entire Agreement. This Agreement and the other Contract Documents represent the entire understanding and contract of the parties, and supersede all other agreements, oral or written, regarding the subject matter hereof.
- 44. Execution. This Agreement may be executed in multiple counterparts and, when all counterparts are assembled together, shall constitute a single, complete, enforceable instrument. Facsimile signatures shall be as binding as original signatures for execution of this Agreement, Change Orders and other notices and approvals desired to be given or required under it. Each party covenants to exercise good faith in the subsequent circulation of documents bearing original signature(s) following facsimile transmission, but a receiving party shall be entitled to rely on the signed facsimile document.

45. Owner's Obligations.

- (a) Owner, within twenty-one (21) days of submission of Contractor, must approve in writing the final Plans and Specifications prior to start of construction.
- (b) Owner shall be responsible for the handling, removal and disposal of any environmentally sensitive materials, hazardous substances or waste, if encountered on the Project Site. Notwithstanding the foregoing, Contractor shall identify to Owner in advance of delivery any toxic substances or hazardous materials to be incorporated in, used or associated with the Work performed hereunder and shall advise Owner of all precautions to be taken for their use and disposal. When applicable, Contractor shall furnish to Owner a completed Material Safety Data Sheet for any materials furnished by Contractor hereunder as required by any federal, state, or local laws, ordinances or regulations. Any transportation or other handling of hazardous materials by Contractor shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations.
- (c) Owner assumes full responsibility to ascertain that the Project Site is properly zoned for the construction of the Project and its intended use.
- (d) Owner agrees to provide a full legal description or certified survey map of the Project Site prior to start of construction. Owner shall provide all surveys at Owner's expense unless otherwise specifically agreed. Contractor shall have the right to rely upon the accuracy of all information and documents provided by Owner.

OWNER: Durand School District #322 CONTRACTOR: Kelso-Burnett Co.

Durand School District #322 Fiber Contract | 2016

Name: Eddin Johnston

Name: Scott NAILOR

Title: Technology Orgatar

Title: Project Manager

Date: 5/24/16

DESIGN AND CONSTRUCTION CONTRACT ATTACHMENT "A"

Durand SD #322 RFP

ATTACHMENT "B"

Kelso-Burnett Response

ATTACHMENT "C" Approved permit drawings

ATTACHMENT "D"

Schedule of Values

EXHIBIT O

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:28 PM CDT
Competitive Bidding	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 5:43 PM CDT
Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Other Issues

Issue

This FRN will be denied because documentation provided during fiber review indicated that the selected vendor was notified to be the preferred service provider (3/3/2016) prior to the evaluation of all competitive bids on 4/8/2016. This is a competitive bidding violation because it deters other service providers from submitting a bid for services which may be more cost effective and interferes with the fair and open competitive bidding process required by FCC Rules.

If you disagree with our determination and you have alternative information, please provide the supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

Selected Service Provider Date

CLOSE

This FRN will be denied because documentation provided during fiber review indicated that the selected vendor was notified to be the preferred service provider (3/3/2016) prior to the evaluation of all competitive bids on 4/8/2016. This is a competitive bidding violation because it deters other service providers from submitting a bid for services which may be more cost effective and interferes with the fair and open competitive bidding process required by FCC Rules.

Would you be able to elaborate on what documentation indicates we had a preferred service provider before our evaluation? In our documentation and email threads to the service providers we show the decision was made after the 4/8/2016 evaluation.

EXHIBIT P

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests Review Inquiries Connectivity Information **Discount Calculation Entity Information**

News **Related Actions**

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
					No Pendi	ing Inquiries.				

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Regular 15-Day	Eddie Johnston	11/17/2016 12:44 PM CST	12/6/2016 11:46 AM CST
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Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Other Issues

Issue

The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filing an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471. Since you did not meet this Program requirement, the FRN must be denied.

If you disagree with our determination and you have alternative information, please provide the supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

Fiber Network Definitions

CLOSE

The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filing an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471. Since you did not meet this Program requirement, the FRN must be denied.

In our 470 we left an open option for vendors to bid on. Could you please elaborate on the differences between these two networks? We could have easily picked Dark Fiber in the 471 if the choices would have been clearly defined in USAC rules.

EXHIBIT Q

Records / FCC Forms 471

Fiber Durand - #161051574



Funding Requests

Review Inquiries

Connectivity Information

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	No tic e	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
	No Pending Inquiries.									

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
Other Issues	Denial Notification	Eddie Johnston	12/30/2016 7:49 AM CST	1/5/2017 9:43 AM CST
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Fiber Special Construction	Regular 15-Day	Eddie Johnston	9/29/2016 3:00 PM CDT	10/10/2016 8:02 AM CDT
Other Issues	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/24/2016 9:10 PM CDT
Fiber Special Construction	Summer 15-Day	Eddie Johnston	8/16/2016 1:51 PM CDT	8/29/2016 3:54 PM CDT
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Eligibility of Products and Services	Summer 15-Day	Eddie Johnston	8/4/2016 1:39 PM CDT	8/14/2016 6:07 PM CDT
				1 - 10 of 13

Other Issues

Issue

Documentation that contained information needed for potential bidders to respond to your RFP was not available for 28 days in the E-rate Productivity Portal before selecting your service provider. On 02/05/2016 you provided an addendum that contains significant information for the bidders to be able to respond to the FCC Form 470 and RFP. However, this documentation was not available in the E-rate Productivity Portal for 28 days before you selected the service provider. Therefore, this FRN is denied. Program procedures require the FCC Form 470, RFP and any documentation providing the additional or modifying the original information in your FCC Form 470. and/or Request for Proposal be uploaded into the FCC Form 470 in the E-rate Productivity Portal and made available for 28 days before selecting a service provider.

If you disagree with our determination and you have alternative information, please provide the supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

Feb 2 Addendum Inquiry

CLOSE

Documentation that contained information needed for potential bidders to respond to your RFP was not available for 28 days in the E-rate Productivity Portal before selecting your service provider. On 02/05/2016 you provided an addendum that contains significant information for the bidders to be able to respond to the FCC Form 470 and RFP. However, this documentation was not available in the E-rate Productivity Portal for 28 days before you selected the service provider. Therefore, this FRN is denied. Program procedures require the FCC Form 470, RFP and any documentation providing the additional or modifying the original information in your FCC Form 470 and/or Request for Proposal be uploaded into the FCC Form 470 in the E-rate Productivity Portal and made available for 28 days before selecting a service provider.

Please let us know what addendum and what significant information we had on 02/05/2016. We are not sure where this date came from in our documents.

EXHIBIT R

Records / Appeals

2016 Fiber Installation - #37938



Summary Associated FRNs News Related Actions

•

In-Review Outreach Wave Ready **Committed**

Appeal Information

View Status (-)

Status USAC issued a revised funding decision on 08/23/2017. Check your Newsfeed for the

decision.

Funding Year 2016

Submitting Organization DURAND SCHOOL DISTRICT 322 (BEN: 135849)

Created By Marcia Struwing

Created On 2/28/2017 2:14 PM CST

Main Contact

Name Eddie Johnston

Email ejohnston@cusd322.org

Phone Number 815-248-2171

Narrative

The District received denial notification without the opportunity to fully address issues identified in the review process. We believe that the three attached documents describe the District's response to the issues identified in the denial document.

Appeal Details

Decision appealed by applicant FCC Form 471 Funding Commitment Decision

View Supporting Documentation (-)

Supporting Documentation

Document ID	Document	Description	Upload Stage	Uploaded By	Uploaded On
2813	Feb 2 Addendum Inquiry (TJ).docx	posted addenda and dates	Intake	Marcia Struwing	2/28/2017 2:14 PM CST
2814	Fiber Network Definitions (TJ) 2017-02-27a (TJ).docx	clarification of requested services	Intake	Marcia Struwing	2/28/2017 2:14 PM CST
2815	Selected Service Provider Date (TJ).docx	eligible contract date	Intake	Marcia Struwing	2/28/2017 2:14 PM CST

4

Documentation that contained information needed for potential bidders to respond to your RFP was not available for 28 days in the E-rate Productivity Portal before selecting your service provider. On 02/05/2016 you provided an addendum that contains significant information for the bidders to be able to respond to the FCC Form 470 and RFP. However, this documentation was not available in the E-rate Productivity Portal for 28 days before you selected the service provider. Therefore, this FRN is denied. Program procedures require the FCC Form 470, RFP and any documentation providing the additional or modifying the original information in your FCC Form 470 and/or Request for Proposal be uploaded into the FCC Form 470 in the E-rate Productivity Portal and made available for 28 days before selecting a service provider.

There are two issues with this finding:

1) The information contained within this finding is not correct. The correct timeline for activities related to this RFP are:

470 posted and District RFP issued - 12/18/2015
Addendum 1 posted 1/19/2016

Addendum 2 posted (revise response date)

Addendum 3 posted (provides bid form) 1/26/2016
 RFP responses due (as specified in addendum 2) 2/05/2016

2) The revised RFP response date was developed utilizing feedback from the vendor community and provided a reasonable period for all vendors to complete their responses. Prior to this filing, USAC did not communicate, or enforce any rules related to revisions to RFPs and due dates. USAC only communicated these rules in fall of 2016 as part of the Erate 2017 training under the title "cardinal change". We believe USAC is enforcing a regulation that was not clearly communicated to ERate participants. In essence, USAC is enforcing a regulation covering ERate Year 2017 on in 2016.

For the above two reasons, we believe this finding should be nullified.

The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filing an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471. Since you did not meet this Program requirement, the FRN must be denied.

The District's 470 and subsequent Request for Proposals (RFP) document outlined various options for the vendor community to respond. USAC's instructional materials included an overall desire to compare types of services as a part of the procurement and cost-justification portions of the process. The District RFP provided vendors with the option respond with leased fiber OR self-provisioned fiber. The District then received responses outlining various options that met USAC goals for providing Internet access to students in rural areas. The results of the RFP showed that leased-fiber services were not available in the area, and the only viable option for the District was to own the fiber. The District also notes that, at the time and as of this writing, the terms "Dark Fiber Network" and "Self-Provisioned Fiber Network" are not clearly defined by USAC. We believe that for the above reasons, the USAC should approve the District's 471 as submitted and allow the District to provide high-speed Internet access to its students.

This FRN will be denied because documentation provided during fiber review indicated that the selected vendor was notified to be the preferred service provider (3/3/2016) prior to the evaluation of all competitive bids on 4/8/2016. This is a competitive bidding violation because it deters other service providers from submitting a bid for services which may be more cost effective and interferes with the fair and open competitive bidding process required by FCC Rules.

We do not agree with this finding. We believe the reviewer arbitrarily used the 4/8/2016 date from a file name (see attached Durand Fiber RFP Pricing 2016-04-08a (TJ)). as the evaluation date for all competitive bids. The actual evaluation date was 3/2/2016 as documented by the attached file (Durand Fiber Pricing 2016-03-02a (TJ). The file dated 3/2/2016 was not provided to the reviewer because the contents did not match the final result and the District was not asked to provide any clarification related to the timing of RFP evaluation versus vendor selection. Based on the documentation provided, the District clearly followed proper evaluation and vendor communications procedures. This finding should be nullified.

EXHIBIT S



E-Rate Productivity Center Revised Funding Commitment Decision Letter for 135849 - DURAND SCHOOL DISTRICT 322

Thank you for participating in the Schools and Libraries Program for Funding Year 2016. This letter is your notification that we have completed our review of the post-commitment requests submitted by you or your service provider, which can include appeals, service substitutions, SPIN changes, FCC Form 486 reviews, and/or FCC Form 500 reviews.

There are two files attached to this notification, both of which provide important information. The Excel file provides the funding decision for each FRN included in your post-commitment requests, and lists any changes USAC made to the FRNs. The second file contains information about your appeals rights, and other important program reminders. An explanation of the fields in the RFCDL is available in the EPC section of our website.

NEXT STEPS

- If you disagree with USAC's decision, review the attached pdf to determine how to appeal.
- If the FCC Form 486 has not already been submitted, use the information in this notification to file one in EPC now.
- Work with your service providers to determine who will be invoicing USAC. If you have paid in full for services already delivered and are seeking reimbursement, make sure that you have an FCC Form 498 on file, and then submit your FCC Form 472 (BEAR).

Remember the deadlines for delivery and installation of your services. Your deadlines are listed in column AC of the attached spreadsheet. USAC will not approve an invoice when services are delivered after this date. A request to extend the service delivery deadline is only available in certain circumstances. More information can be found on our website.

The "More Info" link below provides summary data about your requests in this wave. Click on the date/time below to display the entire notification for easy printing. Please keep a copy of this notification for your records.



RFCDL Supplement PDF 114 KB

Post Commit Request - 37938 - DURAND SCHOOL DISTRICT 322 XLSX 51 KB

#135849 - DURAND SC...

Wednesday, 1:09 PM 🏠 🔒 Comment Hide Info 🔺

Request Number 37938

Billed Entity Number 135849

Billed Entity Name DURAND SCHOOL DISTRICT 322

Billed Entity FCC RN 0010520120

Applicant's Form DURAND SCHOOL DISTRICT 322

Identifier

RFCDL Date Aug 23, 2017

Approved Amount \$0.00



REVISED FUNDING COMMITMENT DECISION LETTER SUPPLEMENT

Thank you for your Funding Year 2016 post commitment request for the Schools and Libraries Universal Service Support Program (E-rate) and for any assistance you provided throughout our review. The actual current funding statuses or post commitment changes to the funding requests are included in the attached spreadsheet in the News post in your E-rate Productivity Center (EPC) account.

The Universal Service Administrative Company (USAC) is sending this information to both the applicant(s) and the service provider(s) so that you can work together to implement the approved discount(s).

POSSIBLE NEXT STEPS

File FCC Form 486

If you have not already submitted the FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act (CIPA), for any FRNs included in this RFCDL, please do so now.

File Invoice

Once the FCC Form 486 has been approved, either the applicant or the service provider can invoice USAC as products and services are being delivered and billed. If the applicant opted to pay only their portion of the cost of the eligible services, then the service provider must file an FCC Form 474, Service Provider Invoice (SPI) Form, to receive reimbursement from USAC. Applicants that paid for the services in full and who are now seeking reimbursement of the discounted amount must file the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.

TO APPEALA REVISED FUNDING COMMITMENT DECISION

If You Are Appealing A Post Commitment Request Decision

If you wish to appeal a SPIN change, Service Substitution, CIPA review, and/or FCC Form 500 decision in this letter to USAC, your appeal must be filed within 60 days of the date of this RFCDL, which can be found in the "More Info" section of the associated news post. Failure to meet this deadline will result in automatic dismissal of your appeal.

All appeals must be filed in EPC by selecting "Appeal" from the menu in the top right hand corner of your landing page and providing the requested information.

Your appeal should include the following information. Because you file the appeal through your EPC account, the system will automatically add much of the following identifying information for you.

- 1) Name, address, telephone number, and email address for the contact person for this appeal.
- 2) State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
 - a. Appellant name,
 - b. Applicant name and service provider name, if different from appellant,
 - c. Applicant BEN and Service Provider Identification Number (SPIN)



- d. FCC Form 471 Application Number and the Funding Request Number (FRN) or Numbers as assigned by USAC,
- e. "Funding Commitment Decision Letter for Funding Year 2016," AND the exact text or the decision that you are appealing.
- 3) Please keep your appeal to the point, and provide supporting documentation. Be sure to keep a copy of your entire appeal, including any correspondence and documentation. A copy will automatically be saved for you in EPC.
- 4) If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. to the applicant(s) affected by USAC's decision.

If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by your decision. USAC will reply to your appeal submissions to confirm receipt.

For more information on submitting an appeal to USAC including step by step instructions on how to file the appeal through EPC, please see "Appeals" in the Schools and Libraries section of the USAC website.

Please remember that waivers of an E-rate rule can only be sought at the Federal Communications Commission (FCC), not USAC. Conversely, the FCC will not accept appeals of USAC decisions that have not first been appealed to USAC.

If You Are Appealing A USAC Appeal Decision

Parties seeking a waiver of FCC rules or that have filed an appeal with USAC and received a decision may, if they choose, appeal USAC's decision to the FCC. Appeals to the FCC must be made within 60 days of the issuance of USAC's decision, which can be found in associated news post. On all communications with the FCC, be sure to reference the appropriate Docket No: CC Docket No. 02-6 and include all the information referenced above for post commitment appeals.

The FCC recommends filing appeals with the Electronic Comment Filing System (ECFS) to ensure timely filing. Instructions for using ECFS can be found in the ECFS User Help section of the FCC's website. Electronic appeals will be considered filed on a business day if they are received at any time before 12:00 AM ET. If you have questions or comments about using the ECFS, please contact the FCC directly at (202) 418-0193 or via email.

For more information about submitting appeals to the FCC, including options to submit the appeal via U.S. mail or hand delivery, visit the FCC's website.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must first bill the applicant before it bills USAC. If USAC is being billed via the FCC Form 472 (BEAR), the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. Note that starting on July 1, 2016, applicants submitting BEARs will be reimbursed directly by USAC. If you anticipate, for any reason, that you or your service provider cannot file an invoice on time, a one-time 120 invoice deadline extension will be granted to extension requests received on or before the last



date to invoice. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

NOTICEON RULES AND FUNDS AVAILABLITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Schools and Libraries Division
Universal Service Administrative Co.

BEN	BEN Name	Commitment	Commitment	FRN	Commitment	Post-Commitment Rationale (FRN Level)
	DURAND SCHOOL DISTRICT					The FRN 1699118098 was denied during PIA review because Self-Provisioned Fiber Network was not requested on the FCC Form 470 and RFP that established the competitive bidding process for this FRN. Your appeal did not show that USAC's determination was incorrect. Consequently, your appeal is denied. FCC rules require that all products and services for which an applicant requests discounts on an FCC Form 471 must be competitively bid on an FCC Form 470. The FCC Form 470 must include a complete description of the services for which discounts are sought, be posted on the website for 28 days, and applicants must carefully consider all bids received before selecting a vendor, entering into a legally binding agreement or signing a contract, and signing and submitting an FCC Form 471. See 47 C.F.R. secs. 54.503(b) and (c), 54.511(a). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). To the extent an applicant seeks construction of a network that the applicant will own, the applicant must also solicit bids for both the services provided over third-party networks and construction of applicant-owned network facilities, in the same request for proposals. Similarly, to the extent an applicant seeks bids for special construction associated with dark fiber or bids to lease and light dark fiber, the applicant must also solicit bids to provide the needed services over lit fiber. Additionally, to the extent an applicant seeks bids for equipment and maintenance costs associated with lighting dark fiber, the applicant must include these elements in the same FCC Form 470 as the
135849	322	Appeals	37938	1699118098	Denied	dark fiber. See C.F.R. secs. 54.503 (c) (iv)-(vi).

BEN Name	FRN	FRN	(FRN Level)	FCC Form 471	Service Type	FCC Form 470	SPIN	Service Provider	Contract Number	(for SPIN)
DURAND					Data					
	Daniad	Daniad				400040005	4.42020002	Kalaa Duwaatt Ca		
		DURAND SCHOOL DISTRICT	DURAND SCHOOL DISTRICT	DURAND SCHOOL DISTRICT	DURAND SCHOOL DISTRICT	DURAND SCHOOL DISTRICT Data Transmission and/or Internet				

BEN	BEN Name	Date	Expiration Date	Date	Expiration Date	Service In	Recurring	One Time	Discount	Discount Rate
	DURAND									
	SCHOOL DISTRICT									
135849		01-Jul-2016	30-Jun-2017	24-May-2016		12	\$0.00	\$454,440.00	\$454,440.00	60.00%

BEN	BEN Name	Revised Commitm	Invoice Deadline	Wave Number	Service Delivery [Consultant Name	CRN	Consultant Emplo	yer Name
	DUDAND								
	DURAND SCHOOL								
	DISTRICT								
135849		\$0.00		18	30-Jun-2017				

CERTIFICATE OF SERVICE

I, Rebecca Jacobs, hereby declare that a copy of the foregoing request for review and waiver was sent electronically, this day, October 23, 2017, to the following, as required by section 54.721(c) of the Commission's rules:

Universal Service Administrative Company Schools and Libraries Program appeals@sl.universalservice.org

Rebecca Jacobs